



# Revised Contract Award Notification

<b>Title</b>	: <b>Group 45001 – Turf Utility Vehicles (Statewide)</b> <b>Classification Code(s): 25</b>
<b>Award Number</b>	: <b><u>22186</u></b> (Replaces Award 20882 )
<b>Contract Period</b>	: <b>July 22, 2011 through December 31, 2015</b>
<b>Bid Opening Date</b>	: <b>November 4, 2010</b>
<b>Date of Issue</b>	: <b>July 22, 2011 (Revised May 7, 2015)</b>
<b>Specification Reference</b>	: <b>As Incorporated In The Invitation for Bids and Purchasing Memo dated October 26, 2010</b>
<b>Contractor Information</b>	: <b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Michael Riley Title : Contract Management Specialist 1 Phone : 518-474-6716 E-mail : michael.riley@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

**Procurement Services 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 electric motor driven, gasoline/diesel engine turf utility vehicles with various options. For each lot, the contract is awarded to ALL turf utility models under the price list for that manufacturer, unless expressly deleted by contractor and as directed by OGS. Contract users are reminded to ask contractors for lower prices/greater discounts when ordering more than one vehicle.

PR # 22186

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

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC65420 SB	BENTLEY BROS., INC. 13936 Rt. 31 Albion, NY 14411	585-589-9610 Ms. Laura Bentley Fax: 585-589-2114 E-mail: bentley792003@yahoo.com Website: www.bentleybrosinc.com	160978718 1000007638

Contractor will accept the New York State Procurement Card for orders not to exceed \$15,000.00.

PC65421	CLARK EQUIPMENT CO. d/b/a Bobcat Company 250 E. Beaton Dr. W. Fargo, ND 58078	800-965-4232 701-241-8719 Ms. Crystal Stram Fax: 701-280-7860 E-mail: crystal.stram@doosan.com Website: www.bobcat.com	380425350 1000009236
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Contractor will accept the New York State Procurement Card for orders not to exceed \$15,000.00.

PC65422	CLUB CAR, LLC. 4125 Washington Rd. Evans, GA 30809	800/227-0739 x7137 706/228-7137 Ms. Cheryl Violette Fax: 706/650-9206 E-mail: cheryl.violette@clubcar.com Website: www.clubcar.com	133488925 1000038954
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PC65423 SB	GRASSLAND EQUIPMENT & IRRIGATION CORP. 892-898 Troy-Schenectady Road Latham, NY 12110	800/564-5297 315-457-0181, x325 Mr. Roger Lind Fax: 315-457-0312 E-mail: rlind@grasslandcorp.com Website: www.grasslandcorp.com	141460098 1000006720
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Contractor will accept the New York State Procurement Card for orders not to exceed \$15,000.00.

PC65424 SB	IMAGINATIVE MFG., INC. 4219 Meads Creek Rd. Painted Post, NY 14870	607-738-7380 Mr. Scott Austin Fax: 607-936-6323 E-mail: saustin2@stny.rr.com Website: www.imaginativemfg.com	020620033 1100013545
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Contractor offers Electronic Access ordering (EDI).

Contractor will accept the New York State Procurement Card for orders not to exceed \$10,000.00.

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

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.ID/VENDOR#</u>
PC65425	DEERE & COMPANY d/b/a JOHN DEERE COMPANY 2000 John Deere Run Cary, NC 27513	800/358-5010 Option 2 919/804-2055 Ms. Becki Shadmani Fax: 309/749-2313 E-mail: GNSShared@JohnDeere.com Website: www.deere.com	362382580 1000009176

Contractor offers Electronic Access ordering (EDI).

Multiple Unit Discount Plan is an additional discount above the 16% discount already established on Contract. Details of the plan are as follows:

<u>Number of Turf Utility Units Purchased On Same Purchase Order</u>	<u>Additional Discount***</u>
3-4 Units	1%
5-6 Units	2%
7-8 Units	3%
9 or more Units	4%

\*\*\*It should be noted that the additional discount also applies for purchases of 3 or more attachments as long as they are purchased on the same purchase order as the turf utility vehicles.

PC65426	MOFFETT TURF EQUIPMENT, INC. 33 Thruway Park Drive West Henrietta, NY 14586 (2% - 15 Days)	888-708-5296 x1128 585/662-0100 x1128 Mr. Benjamin Mancuso Fax: 585/662-6332 E-mail: bmancuso@moffettturf.com Website: www.moffettturf.com	271809298 1000019399
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Contractor will accept the New York State Procurement Card for orders not to exceed \$15,000.00.

PC65427 SB	MOTORWORKS CLEAN VEHICLES, INC. 111 Sunrise Highway Amityville, NY 11701	866-527-2669 631-608-4380 Mr. Gary Birke Fax: 631-608-4384 E-mail: sales@cleanvehiclesny.com Website: www.cleanvehiclesny.com	208227072 1000044396
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Contractor will accept the New York State Procurement Card for orders not to exceed \$15,000.00

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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 PROCUREMENT SERVICES 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 PROCUREMENT SERVICES.

**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:**

Procurement Services 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.

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).

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## PRICE:

**Discount** - Discounts are expressed as a percent discount from a manufacturer's turf utility vehicle (TUV) suggested retail price list (MSRP).

Percent discount reduction will not be allowed. 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 submitted with bid remain in effect through June 30, 2011. 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 contractor's 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. Contractors are encouraged to better their discounts and net pricing to authorized users whenever possible.

## MINIMUM ORDER:

Minimum order shall be one (1) turf utility vehicle.

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**TURF UTILITY BRAND: ARIENS/GRAVELY**

**% Discount  
From List**

A. Electric (Battery) Driven, (Group/Family) Complete with standard equipment. Attachments Options	N/A N/A N/A
B. Gasoline Engine Driven, (Group/Family) Complete with standard equipment. Attachments Options	15% 15% 15%
C. Diesel Engine Driven, (Group/Family) Complete with standard equipment. Attachments Options	N/A N/A N/A

**Price Lists:**

Turf Utility Vehicles – Name/Number & Date of price lists:

- |  |                                  |
|--|----------------------------------|
| A. Electric Power Driven<br>B. Gasoline Power Engine<br>C. Diesel Power Engine | Ariens/Gravely – October 1, 2010 |
|--|----------------------------------|

Attachments/Options – Name/Number & Date of price lists:

- |  |                                  |
|--|----------------------------------|
| A. Electric Power Driven<br>B. Gasoline Power Engine<br>C. Diesel Power Engine | Ariens/Gravely – October 1, 2010 |
|--|----------------------------------|

Delivery: 30 Days

**CONTRACTOR: MOFFETT TURF EQUIPMENT, INC.**

**TURF UTILITY BRAND: BOBCAT**

**% Discount  
From List**

A. Electric (Battery) Driven, (Group/Family) Complete with standard equipment.	N/A
Attachments	N/A
Options	N/A
B. Gasoline Engine Driven, (Group/Family) Complete with standard equipment.	20%
Attachments	20%
Options	0%
C. Diesel Engine Driven, (Group/Family) Complete with standard equipment.	20%
Attachments	20%
Options	0%

**Price Lists:**

Turf Utility Vehicles – Name/Number & Date of price lists:

A. Electric Power Driven	N/A
B. Gasoline Power Engine Bobcat Co. Suggested Price List March 1, 2015 (Revised May 1, 2015)	
C. Diesel Power Engine Bobcat Co. Suggested Price List March 1, 2015 (Revised May 1, 2015)	

Attachments/Options – Name/Number & Date of price lists:

A. Electric Power Driven	N/A
B. Gasoline Power Engine Bobcat Co. Suggested Price List March 1, 2015 (Revised May 1, 2015)	
C. Diesel Power Engine Bobcat Co. Suggested Price List March 1, 2015 (Revised May 1, 2015)	

Delivery: 30 Days

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

**TURF UTILITY BRAND: CLUB CAR**

**% Discount  
From List**

A. Electric (Battery) Driven, (Group/Family) Complete with standard equipment.	13%
Attachments	13%
Options	13%
B. Gasoline Engine Driven, (Group/Family) Complete with standard equipment.	13%
Attachments	13%
Options	13%
C. Diesel Engine Driven, (Group/Family) Complete with standard equipment.	13%
Attachments	13%
Options	13%

**Price Lists:**

Turf Utility Vehicles – Name/Number & Date of price lists:

- |                          |                            |
|--------------------------|----------------------------|
| A. Electric Power Driven | Club Car - January 1, 2014 |
| B. Gasoline Power Engine | Club Car - January 1, 2014 |
| C. Diesel Power Engine   | Club Car - January 1, 2014 |

**\* The 295 and 295SE series are now known as the 1500 and 1700 series respectively (there is no change in list price).**

Attachments/Options – Name/Number & Date of price lists:

- |                          |                            |
|--------------------------|----------------------------|
| A. Electric Power Driven | Club Car - January 1, 2014 |
| B. Gasoline Power Engine | Club Car - January 1, 2014 |
| C. Diesel Power Engine   | Club Car - January 1, 2014 |

Delivery: 30 Days

**CONTRACTOR: CLUB CAR, LLC**

(continued)

**TURF UTILITY BRAND: CUSHMAN (by Jacobsen)**

**% Discount  
From List**

A. Electric (Battery) Driven, (Group/Family) Complete with standard equipment.	N/A
Attachments	N/A
Options	N/A
B. Gasoline Engine Driven, (Group/Family) Complete with standard equipment.	25%
Attachments	25%
Options	25%
C. Diesel Engine Driven, (Group/Family) Complete with standard equipment.	25%
Attachments	25%
Options	25%

**Price Lists:**

Turf Utility Vehicles – Name/Number & Date of price lists:

A. Electric Power Driven	N/A
B. Gasoline Power Engine	Jacobsen - October 1, 2011
C. Diesel Power Engine	Jacobsen - October 1, 2011

Attachments/Options – Name/Number & Date of price lists:

A. Electric Power Driven	N/A
B. Gasoline Power Engine	Jacobsen - October 1, 2011
C. Diesel Power Engine	Jacobsen - October 1, 2011

Delivery: 30 Days

**CONTRACTOR: MOFFETT TURF EQUIPMENT, INC.**

**TURF UTILITY BRAND: HUSQVARNA**

**% Discount  
From List**

<p>A. Electric (Battery) Driven, (Group/Family) Complete with standard equipment.     Attachments     Options</p>	<p>10% 10% 10%</p>
<p>B. Gasoline Engine Driven, (Group/Family) Complete with standard equipment.     Attachments     Options</p>	<p>10% 10% 10%</p>
<p>C. Diesel Engine Driven, (Group/Family) Complete with standard equipment.     Attachments     Options</p>	<p>10% 10% 10%</p>

**Price Lists:**

Turf Utility Vehicles – Name/Number & Date of price lists:

A. Electric Power Driven	Husqvarna – January 1, 2010
B. Gasoline Power Engine	Husqvarna – January 1, 2010
C. Diesel Power Engine	Husqvarna – January 1, 2010

Attachments/Options – Name/Number & Date of price lists:

A. Electric Power Driven	Husqvarna – January 1, 2010
B. Gasoline Power Engine	Husqvarna – January 1, 2010
C. Diesel Power Engine	Husqvarna – January 1, 2010

Delivery: 30 Days

**CONTRACTOR: MOFFETT TURF EQUIPMENT, INC.**

**TURF UTILITY BRAND: IMAGINATIVE MFG. INC.**

**% Discount  
From List**

<p>A. Electric (Battery) Driven, (Group/Family) Complete with standard equipment.     Attachments     Options</p>	<p>9.0% 10.0% 10.0%</p>
<p>B. Gasoline Engine Driven, (Group/Family) Complete with standard equipment.     Attachments     Options</p>	<p>N/A N/A N/A</p>
<p>C. Diesel Engine Driven, (Group/Family) Complete with standard equipment.     Attachments     Options</p>	<p>N/A N/A N/A</p>

**Price Lists:**

Turf Utility Vehicles – Name/Number & Date of price lists:

<p>A. Electric Power Driven B. Gasoline Power Engine C. Diesel Power Engine</p>	<p>Imaginative MFG., Inc. Pricelist: 10/27/10 N/A N/A</p>
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Attachments/Options – Name/Number & Date of price lists:

<p>A. Electric Power Driven B. Gasoline Power Engine C. Diesel Power Engine</p>	<p>Imaginative MFG., Inc. Pricelist: 10/27/10 N/A N/A</p>
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Delivery: 30 Days

**CONTRACTOR: IMAGINATIVE MFG., INC.**

**TURF UTILITY BRAND: JOHN DEERE**

**% Discount  
From List**

<p>A. Electric (Battery) Driven, (Group/Family)                  Complete with standard equipment.                      Attachments                      Options</p>	<p>16% 16% 16%</p>
<p>B. Gasoline Engine Driven, (Group/Family)                  Complete with standard equipment.                      Attachments                      Options</p>	<p>16% 16% 16%</p>
<p>C. Diesel Engine Driven, (Group/Family)                  Complete with standard equipment.                      Attachments                      Options</p>	<p>16% 16% 16%</p>

**Price Lists:**

Turf Utility Vehicles/Attachements/Options – Name/Number & Date of price lists:

Recreational (Section C39)	John Deere Commercial Products: 1/02/14
Mid Duty Crossover (Section C40)	John Deere Commercial Products: 1/13/14
Crossover (Section C41)	John Deere Commercial Products: 1/27/14
Gator (Section C42)	John Deere Commercial Products: 1/13/14
HPX (Section C47)	John Deere Commercial Products: 1/20/14
Special Application Vehicles (Section G20)	John Deere Commercial Products: 1/27/14

Delivery: 30 Days

**CONTRACTOR: DEERE & COMPANY**

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**TURF UTILITY BRAND: KUBOTA**

**% Discount  
From List**

A. Electric (Battery) Driven, (Group/Family)	
Complete with standard equipment.	N/A
Attachments	N/A
Options	N/A
B. Gasoline Engine Driven, (Group/Family)	
Complete with standard equipment.	15%
Attachments	10%
Options	10%
C. Diesel Engine Driven, (Group/Family)	
Complete with standard equipment.	20%
Attachments	10%
Options	10%

**Price Lists:**

Turf Utility Vehicles – Name/Number & Date of price lists:

- |                          |  |
|--------------------------|--|
| A. Electric Power Driven |  |
| B. Gasoline Power Engine | Kubota Wholegoods Pricelist: 010/23/13 |
| C. Diesel Power Engine   | Kubota Wholegoods Pricelist: 10/23/13  |

Attachments/Options – Name/Number & Date of price lists:

- |                          |                                       |
|--------------------------|---------------------------------------|
| A. Electric Power Driven |                                       |
| B. Gasoline Power Engine | Kubota Wholegoods Pricelist: 10/23/13 |
| C. Diesel Power Engine   | Kubota Wholegoods Pricelist: 10/23/13 |

Delivery: 30 Days

**CONTRACTOR: BENTLEY BROS., INC.**

(continued)

**TURF UTILITY BRAND: TORO**

**% Discount  
From List**

D. Electric (Battery) Driven, (Group/Family)	
Complete with standard equipment.	29%
Attachments	22%
Options	22%
E. Gasoline Engine Driven, (Group/Family)	
Complete with standard equipment.	25%
Attachments	22%
Options	22%
F. Diesel Engine Driven, (Group/Family)	
Complete with standard equipment.	22%
Attachments	22%
Options	22%

**Price Lists:**

Turf Utility Vehicles – Name/Number & Date of price lists:

A. Electric Power Driven	Toro Utility Vehicles Products Price List Eff. 11/1/14
B. Gasoline Power Engine	Toro Utility Vehicles Products Price List Eff. 11/1/14
C. Diesel Power Engine	Toro Utility Vehicles Products Price List Eff. 11/1/14

Attachments/Options – Name/Number & Date of price lists:

A. Electric Power Driven	Toro Utility Vehicles Products Price List Eff. 11/1/14
B. Gasoline Power Engine	Toro Utility Vehicles Products Price List Eff. 11/1/14
C. Diesel Power Engine	Toro Utility Vehicles Products Price List Eff. 11/1/14

Delivery: 30 Days

**CONTRACTOR: GRASSLAND EQUIPMENT & IRRIGATION CORP.**

(continued)

<b>TURF UTILITY BRAND: VANTAGE VEHICLE INTERNATIONAL</b>	<b><u>% Discount From List</u></b>
A. Electric (Battery) Driven, (Group/Family) Complete with standard equipment.	5.5%
Attachments	10%
Options	10%
B. Gasoline Engine Driven, (Group/Family) Complete with standard equipment.	5.5%
Attachments	10%
Options	10%
C. Diesel Engine Driven, (Group/Family) Complete with standard equipment.	N/A
Attachments	N/A
Options	N/A

**Price Lists:**

Turf Utility Vehicles – Name/Number & Date of price lists:

- |                          |  |
|--------------------------|--|
| A. Electric Power Driven | Vantage Vehicle International April 12, 2012 |
| B. Gasoline Power Engine | Vantage Vehicle International April 12, 2012 |
| C. Diesel Power Engine   | N/A  |

Attachments/Options – Name/Number & Date of price lists:

- |                          |  |
|--------------------------|--|
| A. Electric Power Driven | Vantage Vehicle International April 12, 2012 |
| B. Gasoline Power Engine | Vantage Vehicle International April 12, 2012 |
| C. Diesel Power Engine   | N/A  |

Delivery: 30-60 Days (30 in-stock items only – no options)

**CONTRACTOR: MOTORWORKS CLEAN VEHICLES, INC.**

**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, 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.

**NOTE TO CONTRACTOR:**

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY:**

Contractor is encouraged to maintain up-to-date Questionnaire during the life of the contract and is also required to ensure this Questionnaire reflects any substantive issues that may have occurred from the time the Contract was initially awarded.

**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 518-486-1255.

**NOTE TO AGENCY:**

Orders under this contract are to be submitted directly to the contractor.

**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.

**PROCUREMENT SERVICES DISPUTE RESOLUTION POLICY:**

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

**DELIVERY:**

**General** – Separate delivery charges will not be permitted throughout the duration of this contract. Turf Utility Vehicles must be delivered in accordance with the specifications and shall be "Ready for Use" or as requested by the purchaser.

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

**CONTRACT PERIOD:**

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.

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**CONTRACT MIGRATION:**

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

**WARRANTIES:**

See "Warranties" in Appendix B, OGS General Specifications.  
 Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.  
 At time of bid opening, product offered must meet all requirements of this solicitation including full commercial/retail availability. Product literature and specifications must also be available.  
 Where accessories are to be supplied, they must be compatible with the rest of the product.  
 Warranty shall be honored by all authorized manufacturer's dealers in New York State.  
 The warranty period for all coverage begins on the date equipment is accepted.  
 All costs associated with services for warranted items will be borne by the contractor.  
 All costs not covered by warranty will be borne by the procuring entity.

**INSTRUCTION MANUALS:**

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

**REPORT OF CONTRACT PURCHASES:**

**Reports are due in six month intervals** (or portions thereof for the first reporting period) **every January 15 and July 15**. 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>.

The report shall be provided in the following (or similar) format for each authorized distribution channel. The appropriate sales report form is forwarded to each contractor at time of award or shortly thereafter for completion in accordance with the contract terms and conditions:

<u>Item/ SubItem Number</u>	<u>Product or Catalog Num ber</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 2007 or lower format to the Purchasing Officer listed on the front on this Invitation for Bids or subsequent award document.

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.

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**EMERGENCY PURCHASING:**

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

**"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.

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

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

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

- Contract Number
- Purchase Order Number
- Item Number
  - Should not be something that is “unique” to dealer or distributor.
  - Should be something that can be tracked by a third party.
  - Preferably a manufacturer’s code or identifying number.
- Line item breakdown of all charges:
  - If options are purchased, they must be listed separately, line by line on the same invoice as the vehicle.

Failure to comply may result in lengthy payment delays.

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**SAFETY DEVICES:**

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

**EMISSION CONTROLS:**

Turf Utility 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.

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<b>State of New York</b> <b>Office of General Services</b> <b>PROCUREMENT SERVICES</b> <b>Contract Performance Report</b>
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Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product’s end user.**

Contract No.: \_\_\_\_\_ Contractor: \_\_\_\_\_

Describe Product\* Provided (Include Item No., if available): \_\_\_\_\_

\*Note: “Product” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “Product” includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

**CONTRACTOR**

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

**Please detach or photocopy this form & email to customer.services@ogs.ny.gov or mail to:**

OGS PROCUREMENT SERVICES  
 Customer Services, 38th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242  
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