

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

REVISED CONTRACT AWARD NOTIFICATION

Title	:	Group 35000 – GARAGE EQUIPMENT AND VEHICLE LIFTS (Statewide)
		Classification Code(s): 25
Award Number	:	<u>21819</u> (Replaces Award PGB 21284)
Contract Period	:	December 16, 2009 through September 30, 2015
Bid Opening Date	:	June 4, 2009
Date of Issue	:	December 15, 2009 (Revised March 11, 2015)
Specification Reference	:	As Incorporated In The Invitation for Bids & Purchasing Memorandum dated 5/22/09 and 6/1/09.
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Michael Riley Title : Contract Management Specialist Phone : 518-474-6716 E-mail : michael.riley@ogs.ny.gov	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 contract will cover the purchase of various new vehicle lifts (including two-post, four post, mobile column and parallelogram lifts) and related garage equipment for automobiles, light to heavy duty trucks and transit vehicles. All items and components normally furnished as required for the intended applications shall be provided.

PR # 21819-T

(continued)

NOTE: See individual contract items to determine actual awardees.

CONTRACT # CONTRACTOR & ADDRESS TELEPHONE # FED.IDENT./VIN

PC64741	AUTOMOTIVE RESOURCES, INC. 12775 Randolph Ridge Lane Manassas, VA 20109	800/562-3250 703/359-6265 Ms. Tyler Nguyen Fax: 703/359-6405 Email: tylernguyen@ari-hetra.com Website: www.ari-hetra.com	541474478 1000019719
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Automotive Resources Inc. supplies ARI-HETRA brand equipment
 Catalog available on the Internet.
 Contractor offers Electronic Access Ordering (EDI).
 Contractor will accept the NYS Procurement Card.
 Contractor offers an additional 1% discount for purchases made with the Card and paid within 10 days.

PC66378	VEHICLE SERVICE GROUP, LLC / ROTARY LIFT 2700 Lanier Drive Madison, IN 47250 DISC: ½% - 15 days	800/445-5438 x655 812/273-1622 x655 Ms. Chris Bilz Fax: 800/578-5438 Email: bilz@rotarylift.com Website: www.rotarylift.com	900501347 1000019647
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Catalog available on the Internet.
 Contractor will accept the NYS Procurement Card.

PC64743 SB	MOHAWK RESOURCES LTD. 65 Vrooman Avenue Amsterdam, NY 12010	800/833-2006 ext. 24 518/842-1431 ext. 24 Mr. Steven Perlstein Fax: 518/842-1289 Email: sperlstein@mohawklifts.com Website: www.govlifts.com/NY	300131596 1000009067
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Catalog available on the Internet.
 Contractor will accept the NYS Procurement Card.

PC64745	SEFAC, INC. 23 Fontana Lane, Suite 110 Baltimore, MD 21237 DISC: 1% - 15 days ½% - 30 days	800/826-3486 443/730-1023 x102 Mr. Allister Collings Fax: 443/730-1026 Email: allister@sefac.com Website: www.sefac.com	522305084 1000044943
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Contractor will accept the NYS Procurement Card.

PC64746	STERTIL-KONI USA, INC. 200 Log Canoe Circle Stevensville, MD 21666	800/336-6637 410/643-9001 x13 Mr. Jean DellAmore Fax: 410/643-8901 Email: jdellamore@stertil-koni.com Website: www.stertil-koni.com	522010741 1000033725
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Catalog available on the Internet.
 Contractor offers Electronic Access Ordering (EDI).
 Contractor will accept the NYS Procurement Card.

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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).

PRICE:

Discount:

Price is expressed as a single percent discount from the manufacturer's nationally published price list. Percent discount reduction will not be allowed and is specifically excluded from the terms and conditions of the 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 including dock delivery.

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PRICE CHANGES:

Price List Changes - Price lists submitted with bid must remain in effect through January 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 (TWO paper copies and ONE electronic copy of the submitted nationally published price list on CD, if available) 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.

PRICE SHEETS AND CATALOGS:

Contractor shall be required to furnish, without charge, catalog and nationally published price list identical to those accepted with their bid, 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.

LOT NO. 1 - ARI

Title of the price list for ARI in Lot No. 1: ARI Dealer Price List

Price list effective date: 2009 Dealer Price List (Revised / Effective 3/11/2010)

Discount (Applies to all items on price list): **18.21115%**

Guaranteed Delivery: 45 Calendar Days A/R/O for Lifting Systems

90 Calendar Days A/R/O for Exhaust Systems

Additional Discounts: 2 Systems – additional 3% discount

3 or More Systems – additional 6% discount

CONTRACTOR, LOT 1: AUTOMOTIVE RESOURCES, INC.

LOT NO. 2- MOHAWK LIFTS

Title of the price list for Mohawk Lifts in Lot No. 2: Mohawk Resources Retail Price Sheet

Price list effective date: December 15, 2014

Discount (Applies to all items on price list): **16.42%**

Guaranteed Delivery: 3 – 120 Calendar Days A/R/O

Additional Discounts: - 6 or more units (Model A-7, System I, LMF-12, TP-16), one shipment, one

location – additional 5% discount - 3 TP-16 units, one purchase order, one destination, one shipment –

TP-16 units will be sold at the LMF-12 contract price

A-7, System I, LMF-12, TP-16 purchased in quantities of 12, one destination, one shipment –

additional 10% discount

CONTRACTOR, LOT 2: MOHAWK RESOURCES LTD.

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LOT NO. 3- STERTIL-KONI

Title of the price list for Stertil-Koni in Lot No. 3: Stertil-Koni 2014 Price List, Edition 2

Price list effective date: April 1, 2014

Discount (Applies to all items on price list): **29%**

Guaranteed Delivery: 15 Calendar Days A/R/O

CONTRACTOR, LOT 3: STERTIL-KONI USA, INC.

LOT NO. 4 - ALTERNATE OFFERS

Manufacturer: HUNTER ENGINEERING CO.

Title of the price list for Hunter Engineering Co. in Lot No. 4:

Hunter Dealer Group Prices for Systems Products

Price list effective date: January 1, 2009

Discount (Applies to all items on price list): **19.5%**

Title of the price list for Hunter Engineering Co. in Lot No. 4:

Hunter Dealer Group Prices for Balancers, Lathes, & Tire Changers

Price list effective date: January 1, 2009

Discount (Applies to all items on price list): **NO AWARD**

Title of the price list for Hunter Engineering Co. in Lot No. 4:

Hunter Dealer Group Prices Heavy Duty Products

Price list effective date: January 1, 2009

Discount (Applies to all items on price list): **8 %**

Guaranteed Delivery: 3 – 120 Calendar Days A/R/O

CONTRACTOR: MOHAWK RESOURCES LTD.

Manufacturer: ROTARY LIFT

Title of the price list for Rotary Lift in Lot No. 4:

Rotary 2015 U.S. Light Duty Product Price List, effective January 2015 (Rev. B)

Rotary 2015 U.S. Heavy Duty Product Price List, effective January 2015

Discount (Applies to all items on price list): **38.7%**

Guaranteed Delivery: 45 Calendar Days A/R/O

Title of the price list for Rotary Lift in Lot No. 4: 2008 US Professional Automotive Service Price List

Price list effective date: April 2008

Discount (Applies to all items on price list): **38.7%**

Guaranteed Delivery: 30 Calendar Days A/R/O

CONTRACTOR: VEHICLE SERVICE GROUP, LLC / ROTARY LIFT

Manufacturer: SEFAC, INC.

Title of the price list for SEFAC Inc. in Lot No. 4: SLEC NY OGS #218 19-PF

Price list effective date: January 1, 2009

Discount (Applies to all items on price list): **30%**

Guaranteed Delivery: 30 Calendar Days A/R/O

Additional Discounts: Orders exceeding \$90,000 – additional 3% discount

CONTRACTOR: SEFAC, INC.

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REQUEST FOR CHANGE:

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

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.

All vehicle lifts offered by the contractor must be certified in accordance with the requirements of the ALI/ETL Certification Program and be listed in the ALI (Automotive Lift Institute) Directory of Certified Lifts. The Directory Lifts may be viewed at the following website:

<http://207.140.180.11/ali/ali2.nsf/frmHome?OpenForm>

Under no circumstances may "demos" or "used" equipment be sold under contract.

DEBRIEFING:

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

NOTE TO AGENCY:

The resultant award will not cover removal of old equipment, floor repairs, or installation of new equipment. Purchasers have the option to work with the lift manufacturer regarding removal and/or installation; however, it will be at their own discretion.

PSG's 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 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).

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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.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 NYS Procurement Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract resulting from the 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:

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.

Expansion of Delivery Points - Upon mutual agreement, delivery locations may be expanded per the "Non-State Agencies Participation in Centralized Contract" and "Extension of Use" clause incorporated herein.

ESTIMATED QUANTITIES:

Our office estimates contract sales will total approximately \$1,500,000 annually. However, each contract shall be for the quantities or dollar values actually ordered during the contract period. The individual value of each contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. Agencies will be encouraged to purchase from contractors who offer the supplies, services, and pricing that best meet their needs in the most practical and economical manner. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

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

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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.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.
 Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.
 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 the 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.

RECALLS:

The contractor must immediately notify the Office of General Services, Procurement Services of any recalls pertaining to Vehicle Lifts and Related Garage Equipment.

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 the full extent of its design capabilities. Agency shall designate personnel which are to receive instruction.

REPORT OF CONTRACT PURCHASES:

Contractor shall 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 shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

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

The report is to be submitted electronically in Microsoft Excel 2003 or lower format to the Office of General Services, Procurement Services, 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.

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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.

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.

PURCHASE ORDERS AND INVOICING:

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.
- 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 discount.

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
- 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.
 - Delivery charges will **NOT** be permitted.

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 the State of New York and of local authorities having jurisdiction in effect at the time of delivery.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All bidders shall indicate if they will accept the NYS Purchasing Card for orders not to exceed \$15,000 (see Questions at end of bid document).

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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.

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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**State of New York
 Office of General Services
 PROCUREMENT SERVICES
 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 & email to customer.services@ogs.ny.gov or mail to:

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

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