

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

## CONTRACT AWARD NOTIFICATION

<b>Title</b>	:	<b>Group 37000 - MOWING EQUIPMENT (Walk Behind Type) WEED TRIMMER &amp; ROTOTILLER (Statewide)</b> <b>Classification Code: 21</b>
<b>Award Number</b>	:	<b><u>19601</u></b> (Replaces Award 18895)
<b>Contract Period</b>	:	<b>May 15, 2005 to May 14, 2006</b>
<b>Bid Opening Date</b>	:	<b>February 15, 2005</b>
<b>Date of Issue</b>	:	<b>June 2, 2005</b>
<b>Specification Reference</b>	:	<b>As Incorporated In The Invitation for Bids</b>
<b>Contractor Information</b>	:	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Beverly L. Moore Title : Purchasing Officer I Phone : 518-474-3856 Fax : 518-474-8676 E-mail : <a href="mailto:beverly.moore@ogs.state.ny.us">beverly.moore@ogs.state.ny.us</a>	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : <a href="mailto:customer.services@ogs.state.ny.us">customer.services@ogs.state.ny.us</a>

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

### Description

This award covers both light and heavy duty lawn mowers which are gasoline engine powered. The types include both Light Duty (Small Area/Home Type) and Heavy Duty (Large Area/Commercial Type). The styles include both hand-propelled and self-propelled mowers. This award also covers rototillers and hand-held weed trimmers.

PR #19601

(continued)

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

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC61757 SB	BAYLES GARDEN CENTER & NURSERY, INC. 88 South Bayles Ave. Port Washington, NY 11050	516/883-6660 Mr. Michael Lamberti Fax: 516/767-1361 E-mail: pjmlambs3@aol.com Web: www.baylesgardencenter.com	112377426
PC61758 SB	FIERLE DISTRIBUTION CORP. 1393 Wisconsin Rd. PO Box 773 Derby, NY 14047	716/947-0428 Mr. Jeffery Fierle Fax: 716/947-0429 E-mail: fierledist@verizon.net	161463637
PC61759 SB	GRASSLAND EQUIPMENT & IRRIGATION CORP. 892-898 Troy-Schenectady Rd. Latham, NY 12110	800/564-5236 716/822-2020 Mr. Steve Piper Fax: 800/858-2000 716/822-8836 E-mail: sjpiperbla@aol.com Web: www.grasslandcorp.com	141460098
PC61760 SB WBE	HENRY W. O'NEILL & ASSOCIATES, INC. 795 Canning Parkway Victor, NY 14564 Disc: 1% - 15 Days	800/724-3145 585/924-3700 Mr. John Werder Fax: 800/724-3144 585/924-7494 E-mail: john@oneilloutdoor.com Web: www.oneilloutdoor.com	160923534
PC61761 SB	KIMBER'S INC. 115 N. Geddes St. Syracuse, NY 13204	800/627-1660 315/478-5761 Mr. Gary Bobbett Mr. Scott Bobbett Fax: 888/478-4926 315/478-4926 E-mail: sbobbett@kimbersinc.com	150584556
PC61762 SB WBE	S.V. MOFFETT CO., INC. 33 Thruway Park Dr. West Henrietta, NY 14586	888/708-5296 585/334-0100 Mr. Solon Barnard Fax: 585/334-6332 E-mail: info@svmoffett.com Web: www.svmoffett.com	160714976

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.

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**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.

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:**

Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State including unloading at storeroom door, operational instruction of agency personnel (comprehensive manual acceptable).

The unit price is a delivered price (including all freight charges) regardless of quantities or weight.

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

**ACCEPTANCE OF NYS PROCUREMENT CARD:**

<u>Contractor</u>	<u>Yes/No</u>	<u>Add'l. Discount for Purchases Made with Card</u>
Bayles Garden Center & Nursery, Inc.	No	N/A
Fierle Distribution Corp.	Yes	0%
Grassland Equipment & Irrigation	Yes	0%
Henry W. O'Neill & Associates, Inc.	Yes	0%
Kimber's Inc.	No	N/A
S.V. Moffett Co., Inc.	Yes	0%

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LIGHT DUTY DOMESTIC TYPE ROTARY MOWERS:

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
1.	Rotary Mower, Light Duty, Hand Propelled, 20" cut, 3.5 HP/4 cycle gasoline engine, and as described below.	\$165.00

Cutting Width: 20 in.  
Mower Make & Model Number: Southland 90-0520  
Make, Model Number & HP of Engine: B&S 09D902 3.5 HP  
No. of Cycles: 4  
Cutting Height: 1 in. to 3 in.  
Blade Type: Steel  
Deck Gauge: 14  
Wheels: 7" Poly  
Discharge: Side  
Price Additional for Steel Wheels [if available]: \$30.00/(4-wheels)  
Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 1: GRASSLAND EQUIPMENT & IRRIGATION CORP.**

2.	Rotary Mower, Hand Propelled, Min. 21" cut, 6.5 HP/4 cycle gasoline engine, and as described below.	\$246.00
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Cutting Width: 22 in.  
Mower Make & Model Number: Toro 20008  
Make, Model Number & HP of Engine: Tecumseh LEV120 HO 6.5 HP  
No. of Cycles: 4  
Cutting Height: 1-1/4 in. to 4-1/4 in.  
Blade Type: Steel  
Deck Gauge: 14  
Wheels: Plastic & Rubber  
Discharge: Side  
Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 2: GRASSLAND EQUIPMENT & IRRIGATION CORP.**

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LIGHT DUTY DOMESTIC TYPE ROTARY MOWERS: (Cont'd)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
3.	Rotary Mower, Self-Propelled, 22" cut, 6.5 HP/4 cycle gasoline engine, and as described below.	\$247.00

Cutting Width: 22 in.  
Mower Make & Model Number: Toro 20007  
Make, Model Number & HP of Engine: Tecumseh LEV120 HO 6.5 HP  
No. of Cycles: 4  
Cutting Height: 1-1/4 in. to 4-1/4 in.  
Blade Type: Steel  
Deck Gauge: 14  
Wheels: Plastic & Rubber  
Discharge: Rear  
Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 3: GRASSLAND EQUIPMENT & IRRIGATION CORP.**

4.	Rotary Mower, 21"-22" cut, self-propelled, min. 4 HP/4 cycle, gasoline engine, mulching/ recycling type and as described in the detailed specifications.)	<b>NO AWARD</b>
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ROTARY MOWERS, HEAVY DUTY COMMERCIAL 20"-22",  
CUT MIN. 4 HP/4 CYCLE, COMMERCIAL GRADE ENGINE:

<u>Item</u> <u>No.</u>	<u>Item</u> <u>Description</u>	<u>Unit</u> <u>Price</u>
5.	Rotary Mower, Heavy Duty Commercial, Hand-Propelled 21" Cut, 5 HP/4 cycle air-cooled Commercial Grade Gasoline Engine and as described below.	\$549.00

Cutting Width: 21 in.  
Mower Make & Model Number: Tru-Cut C2150B  
Make, Model Number & HP of Engine: B-S 5 HP  
No. of Cycles: 4  
Cutting Height: 3/8 in. to 3-5/8 in.  
Blade Type: Tempered Steel High Lift Type  
Deck Gauge: High Strength Aluminum Magnesium  
Wheels: 8" Front Steel - 9" Rear Steel  
Discharge: Rear  
Delivery: 30 Days A/R/O

**CONTRACTOR ITEM 5: KIMBER'S INC.**

6.	Rotary Mower 21" Cut, Self-Propelled Type as described below.	\$689.00
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Cutting Width: 21 in.  
Mower Make & Model Number: Tru-Cut C2150BP  
Make, Model Number & HP of Engine: B-S 5 HP  
No. of Cycles: 4  
Cutting Height: 3/8 in. to 3-5/8 in.  
Blade Type: Tempered Steel High Lift  
Deck Gauge: Cast Aluminum  
Wheels: 8" Steel Front, 9" Steel Rear  
Discharge: Rear  
Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 6: KIMBER'S INC.**

ROTARY MOWERS, HEAVY DUTY COMMERCIAL 20"-22", CUT, COMMERCIAL GRADE ENGINE,  
MULCHING/ RECYCLING TYPE:

7.	Rotary Mower 20"-22" Cut, Self-Propelled Mulching/ Recycling Type, as described in the detailed specifications.	<b>NO AWARD</b>
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**HIGH-WHEEL ROTARY MOWERS, HEAVY-DUTY, COMMERCIAL, SELF-PROPELLED AND HAND PROPELLED:**

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
8.	High-Wheel Rotary Mower 22" Cut, 6 HP/4-cycle Commercial Grade, I/C Engine, Hand Propelled and as described below.	\$295.00

Cutting Width: 22 in.  
Mower Make & Model Number: Southland 868-0522  
Make, Model Number & HP of Engine: B&S 12J802 6.0 HP  
No. of Cycles: 4  
Cutting Height: 1 in. to 4 in.  
Blade Type: Steel  
Deck Gauge: 14  
Size of Front Wheels: 8  
Size of Rear Wheels: 16  
Discharge: Side  
Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 8: GRASSLAND EQUIPMENT & IRRIGATION CORP.**

9.	High-Wheel Rotary Mower, 24" Cut, 10.5 HP/4-cycle Commercial Grade, I/C Engine, Self-Propelled and as described below.	\$735.00
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Cutting Width: 24 in.  
Mower Make & Model Number: Kee KC24# 19800  
Make: Briggs & Stratton 10.5 hp  
No. of Cycles: 4  
Cutting Height: 1.25 in. to 4 in.  
Blade Type: HD High Lift Steel  
Deck Gauge: 12  
Size of Front Wheels: 8"  
Size of Rear Wheels: 20"  
Discharge: Side  
Delivery: 45 Days A/R/O

**CONTRACTOR, ITEM 9: BAYLES GARDEN CENTER & NURSERY, INC.**

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MID-SIZE OUT-FRONT ROTARY MOWERS, HEAVY-DUTY COMMERCIAL, MULTI-BLADED, WALK BEHIND TYPE, SELF-PROPELLED:

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
10.	Out-Front Heavy Duty Commercial Self-Propelled Rotary Mower, 32" cut, 10.5 HP Twin Blades, Walk-Behind Type and as described below.	\$1,178.50

Cutting Width: 32 in.  
Mower Make & Model Number: Sarlo 32B 10.5  
Make, Model Number & HP of Engine: B&S 28B702 10.5 HP  
No. of Cycles: 4  
Cutting Height: 1-1/2 in. to 4 in.  
Blade Type: Steel  
Deck Gauge: 7  
Size of Wheels-Drive: 13 x 5.0 x 6  
Size of Wheels-Caster: 9 x 3.4-5  
Discharge: Side  
Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 10: GRASSLAND EQUIPMENT & IRRIGATION CORP.**

11.	Out-Front Heavy Duty Commercial Self-Propelled Rotary Mower, 36" cut, 12 HP/4-cycle Walk-Behind Type and as described below.	\$1,749.95
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Cutting Width: 36 in.  
Mower Make & Model Number: Encore WB36B12  
Make, Model Number & HP of Engine: 12 HP B-S  
No. of Cycles: 4  
Cutting Height: 1 in. to 4 in.  
Blade Type: 2 Blades Tempered Steel  
Deck Gauge: 10 Ga. & 7 Ga. Deck Plate & 7 Ga. Skirt  
Size of Wheels-Drive: 13-6.5 x 6 2 Ply Pneumatic  
Size of Wheels-Caster: 4.10-3.5 x 4 Ply  
Discharge: Side  
Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 11: KIMBER'S INC.**

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MID-SIZE OUT-FRONT ROTARY MOWERS, HEAVY-DUTY COMMERCIAL, MULTI-BLADED, WALK BEHIND TYPE, SELF-PROPELLED: (Cont'd)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
12.	Out-Front Heavy Duty Commercial Self-Propelled Rotary Mower, 48" cut, 15 HP 4 cycle I/C Engine and as described below.	\$1,998.88

Cutting Width: 48 in.  
Mower Make & Model Number: Toro 30197  
Make, Model Number & HP of Engine: Kohler CV15T 15 HP  
No. of Cycles: 4  
Cutting Height: 1 in. to 4-1/4 in.  
Blade Type: Steel  
Deck Gauge: 10 Gauge Top; 7 Ga. Skirt  
Size of Wheels-Drive: 16.5 x 13  
Size of Wheels-Caster: 9 x 3.5  
Discharge: Side  
Delivery: 30 Days A/R/O

**CONTRACTOR ITEM 12: GRASSLAND EQUIPMENT & IRRIGATION CORP.**

13.	Out-Front Heavy Duty Commercial Hydrostatic Self-Propelled Mower, 48" cut, 15 HP 4 cycle I/C Engine and as described below.	\$3,099.95
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Cutting Width: 48 in.  
Mower Make & Model Number: Encore WB48K15H  
Make, Model Number & HP of Engine: 15 HP KAWASAKI FH4304  
No. of Cycles: 4  
Transmission Type: Hydro Pumps & Motors  
Turning Radius: 0 in.  
Wheels Size-Drive: 13-6.5 x 6 diameter  
Steering Type: Twin Head Levers - Pistol Grip  
Deck Gauge: 10 Ga. & 7 Ga. Deck Plate & 7 Ga. Skirt  
Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 13: KIMBER'S INC.**

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**GOLF COURSE SPECIALTY MOWER:**

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
14.	Self-Propelled Greens Mower 22" cut, Reel Type and as described below.	\$5,305.00

Cutting Width: 22 in.  
Mower Make & Model Number: Jacobsen 62280  
Make, Model Number & HP of Engine: Honda GX120, KIQX, 4 HP  
No. of Cycles: 4  
Reel Type: 11 Blade  
Frequency of Cut: .205  
Range of Height Adjustment: 3/64 - 7/16  
Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 14: S.V. MOFFETT CO., INC.**

15.	Self-Propelled Greens Mower 22" cut, Reel Type Electrically Powered and as described below.	\$7,235.00
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Cutting Width: 22 in.  
Mower Make & Model Number: Jacobsen E-Walk 62290  
Electric Motor: 48 volts  
Reel Type: 11 Blade  
Frequency of Cut: .087 - .148  
Range of Height Adjustment: 3/64 - 7/16"  
Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 15: S.V. MOFFETT CO., INC.**

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GRASS AND WEED TRIMMERS

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
16.	Gas Powered Grass and Weed Trimmer, 25.4 c.c. displacement 2-cycle, air-cooled engine and as described below.	\$158.87

Trimmer Make & Model Number: Red Max #BC250S  
Make of Engine: Komatsu 25.4 cc  
Starter Type: Recoil  
Crankshaft Type: Double Lobed  
Drive Shaft System: Straight Flex with greasable Transmission  
Mono-Filament Line Diameter: .095  
Shipping Weight: 11.1 pounds  
Delivery: 14 Days A/R/O

**CONTRACTOR, ITEM 16: FIERLE DISTRIBUTION CORP.**

17.	Gas Powered Grass and Weed Trimmer, 30.0 c.c. displacement 2-cycle, air-cooled engine and as described below.	\$244.99
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Trimmer Make & Model Number: Maruyama BC3020  
Make, Model Number & HP of Engine: Maruyama CE300, 1.7 HP  
Starter Type: Automatic Rewind  
Crankshaft Type: Double Lobed  
Drive Shaft System: Steel - Rigid  
Mono-Filament Line Diameter: .095 in.  
Shipping Weight: 12.7 pounds  
Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 17: HENRY W. O'NEILL & ASSOC., INC.**

18.	Roto-Tiller, Self-Propelled, Walk-Behind, Min. 8 HP, and as described in the detailed specifications.	<b>NO AWARD</b>
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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 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](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518-474-4032.

**NOTE TO AGENCY:**

When placing purchase orders against the contract(s) please forward the "Procurement Services Group Copy" of the purchase order to: Senior Mechanical Inspector - OGS Procurement Services Group, 37th Floor Tower Bldg., Empire State Plaza - Albany, NY 12242.

**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](http://www.ogs.state.ny.us)). Click on "For Government - Contracts and Purchasing," then "Seller Information," then "Dispute Resolution Procedures for Vendors."

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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 ([www.ogs.state.ny.us](http://www.ogs.state.ny.us)). Click on "For Government-Contracts and Purchasing," then "About Procurement," then "Non-State Agency Legal References." Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

**EXTENSION OF USE:**

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

**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 Group.

**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.

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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.

**REPORT OF CONTRACT PURCHASES:**

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each three month period. The reports shall be in the following format:

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped</u>	<u>Total \$ Value</u>
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The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Invitation for Bids Number, Contract Number, sales period, and contractor's name.

Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

Failure to submit the required report may be cause for disqualification of contractor for future contracts.

**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.).

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"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT: (Cont'd)

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.

**GENERAL:**

The equipment furnished under this award shall be manufacturer's current standard product. All accessories and components shall be furnished with each mower that are normally furnished with the standard product offered commercially.

**WORKMANSHIP:**

Mowers and Weed Trimmers shall be free from defects such as fractures, splits, punctures, dents, rust deterioration or malformations, sharp edges, burrs, and slivers. Finish shall consist of a durable, rust-proof, weather-proof coating.

**MANUALS AND PARTS LIST:**

The supplier shall furnish one (1) copy of complete installation, a parts list, maintenance and operating instructions for each item at time of shipment.

**PACKING:**

One complete mower or weed trimmer parts, tools (if standard) and technical publications shall be packed to insure carrier-acceptance and safe delivery to destination.

**INSPECTION:**

Inspection shall be done by the receiving agency at time of delivery.

**SAFETY:**

As applicable, mowers shall conform to the latest updates of ANSI B71.1, ANSI B71.4 and shall meet with current C.P.S.C. safety standards.

(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, Room 3711  
Corning 2<sup>nd</sup> Tower - Empire State Plaza  
Albany, New York 12242

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