

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

## CONTRACT AWARD NOTIFICATION

<b>Title</b>	<b>:</b>	<b>Group 37000 - MOWING EQUIPMENT (Commercial and Golf Course Riding Type) (Statewide)</b>	
		<b>Classification Code: 21</b>	
<b>Award Number</b>	<b>:</b>	<b><a href="#">20422</a></b>	<b>(Replaces Award 19774)</b>
<b>Contract Period</b>	<b>:</b>	<b>December 1, 2006 - November 30, 2008</b>	
<b>Bid Opening Date</b>	<b>:</b>	<b>November 7, 2006</b>	
<b>Date of Issue</b>	<b>:</b>	<b>January 26, 2007</b>	
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In The Invitation for Bids</b>	
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>	

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Beverly L. Moore Title : Purchasing Officer 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 is a discount from Manufacturer's Suggested Retail Price list (MSRP) on various Commercial and Golf Course Riding Type mowing equipment and their associated accessories and options. All items and components normally furnished as required for the intended application shall be provided.

The award covers the outright purchase of new, current model year Commercial and Golf Course Riding Type mowing equipment. Under no circumstances may "Demos" or "used" equipment be sold under contract without prior approval of the Office of General Services, Procurement Services Group.

**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>
PC62854 SB	GRASSLAND EQUIPMENT & IRRIGATION CORP. 892-898 Troy-Schenectady Rd. Latham, NY 12110	800/564-5297 315/457-0181 Mr. Roger Lind Fax No.: 315/457-0312 Web: www.grasslandcorp.com	141460098
PC62855 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 No.: 800/724-3144 585/924-7494 E-mail: john@oneilloutdoor.com Web: www.oneilloutdoor.com	160923534
PC62856	JOHN DEERE COMPANY A Division of Deere & Company 2000 John Deere Run Cary, NC 27513	800/358-5010, Ext. 2222 919/804-2222 Ms. Shawn Spencer Fax No.: 919/804-2485 E-mail: spencershawnd@johndeere.com Web: www.johndeere.com	362382580
PC62857 SB	KIMBER'S INC. 115 N. Geddes St. PO Box 11727 Syracuse, NY 13218-1727	800/627-1660, Ext. 311 315/478-5761, Ext. 311 Mr. Scott Bobbett Fax No.: 888/478-4926 315/478-4926 E-mail: sbobbett@kimbersinc.com Web: www.kimbersinc.com	150584556
PC62858	KPM EXCEPTIONAL DISTRIBUTORS INC. Box N 926 Rte. 46 Kenvil, NJ 07847	800/388-9191 973/584-5400 Mr. David Dollard Fax No.: 800/836-2329 973/584-4507 E-mail: david@kpmedi.com Web: www.kpmedi.com	222430918
PC62859 SB	S.V. MOFFETT CO., INC. 33 Thruway Park Dr. West Henrietta, NY 14586	888/708-5296, Ext. 121 585/334-0100, Ext. 121 Mr. Dennis Vivenzio Fax No.: 585/334-6332 E-mail: sales@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.)**

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

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

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

**NOTE TO AUTHORIZED USERS:**

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

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

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

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

**PRICE:**

**General** - Final net 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 unloading at storeroom door, complete factory or dealer preparation of units, operational instruction of agency personnel and readying for fully operational use.

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

**Lower Pricing** - The State reserves the right to negotiate lower pricing, or to advertise for bids, whichever is in the State's best interest as determined by the Commissioner, in the event of a significant decrease in market price of any product listed.

**Price Changes** - Contract prices shall be subject to increase or decrease during the contract period in accordance with changes which may be made by a manufacturer's nationally published price sheet. Requests to utilize a new price list must be sent to the Procurement Services Group for approval at least 15 calendar days prior to December 1, 2007 on which price changes may take effect.

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

(continued)

PRICE: (Cont'd)

**DAS (Delivery Allowance Schedule)** - Contractors will be required to deliver the product anywhere within New York State boundaries. Each contractor will be reimbursed for this delivery only as shown by the following Delivery Allowance Schedule (DAS). The DAS indicates the maximum dollar amount that will be paid for delivery from the contractor's point of business (address on bid) or Contractor's authorized dealer (if utilizing dealers) location that is nearest to the ordering entities desired delivery location.

For Out of State Contractors, the Office of General Services, Procurement Services Group, will determine which region is closest to the location of the contractor.

Only delivery charges, as noted in DAS below, will be added to the invoice when the product is delivered in accordance with DAS.

The DAS will be used as follows. If the contractor point of business is in Albany (Region 3), and the desired delivery point is in White Plains (Region 5), the delivery charge will be \$230. This charge should be added to the invoice. Each contractor will only be concerned with their particular region (i.e., if the contractor point of business is in Region 1, the only row that will be utilized is the first one).

**DAS - DELIVERY ALLOWANCE SCHEDULE**

Delivery to Region							
Region	1	2	3	4	5	6	
Location of Vendor	1	\$160	\$230	\$380	\$440	\$520	\$680
	2	\$230	\$160	\$230	\$230	\$290	\$520
	3	\$380	\$230	\$160	\$230	\$230	\$520
	4	\$440	\$230	\$230	\$160	\$440	\$660
	5	\$520	\$290	\$230	\$440	\$160	\$260
	6	\$680	\$520	\$520	\$660	\$260	\$160

<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>	<u>Region 5</u>	<u>Region 6</u>
Allegany	Broome	Albany	Clinton	Dutchess	Bronx
Cattaraugus	Cayuga	Columbia	Essex	Orange	Kings
Chautauqua	Chenango	Fulton	Franklin	Putnam	Nassau
Chemung	Cortland	Greene	St. Lawrence	Rockland	New York
Erie	Delaware	Hamilton		Sullivan	Queens
Genesee	Herkimer	Montgomery		Ulster	Richmond
Livingston	Jefferson	Rensselaer		Westchester	Suffolk
Monroe	Lewis	Saratoga			
Niagara	Madison	Schenectady			
Ontario	Oneida	Schoharie			
Orleans	Onondaga	Warren			
Schuyler	Oswego	Washington			
Seneca	Otsego				
Steuben	Tioga				
Wayne	Tompkins				
Wyoming					
Yates					

Each December 1, beginning with December 2007, the DAS chart shall be updated in accordance with changes in the CPI (Series Id: CUUR0100SA0, CUUS0100SA0; Not Seasonally Adjusted; Area: Northeast urban; Item: All items) by comparing the value for October of the year involved to the value for October 2006. For example, if the value for **October 2007** was 229.5 and the value for October 2006 was 220.5, the DAS would increase by 4.08% (e.g.,  $229.5/220.5 = 1.040816 = 4.08\%$  rounded increase), **effective December 1, 2007**. Values in chart will be rounded to nearest five dollar amount (e.g., \$160 would increase to \$165; \$230 would increase to \$240; etc.).

(continued)

PRICE: (Cont'd)

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

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

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

**ACCEPTANCE OF NYS PROCUREMENT CARD FOR ORDERS UP TO \$10,000.00**

<u>Contractor</u>	<u>Yes/No</u>	<u>Additional Discount For Purchases Made with Card</u>
Grassland Equip. & Irrig. Corp.	Yes	0%
Henry W. O'Neill & Assoc.	Yes	0%
John Deere Company	No	N/A
Kimber's Inc.	Yes	1% - \$5,000 Limit
KPM Exceptional Dist. Inc.	No	N/A
S.V. Moffett Co., Inc.	Yes	0%

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**ITEM 1 – ZERO TURNING MOWER/TRACTOR**

**PRODUCT LINE**

**DISCOUNT**

**EVERRIDE**

**24%**

CONTRACT MODELS available plus Associated Accessories/Attachments:

**HORNET EZKW2352S**

**WARRIOR EZBR2660S**

**WARRIOR EZKW2560S**

Mower/Tractor Price List:

EverRide 2007 Price List

Dated: 2007

Tractor Manufacturer/Brand/OEM Options:

(i.e., seat, cup holders, grass catcher, decks, etc.):

**20%**

EverRide 2007 Price List

Dated: 2007

Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 1: HENRY W. O'NEILL & ASSOCIATES INC.**

(continued)

**ITEM 1 – ZERO TURNING MOWER/TRACTOR**

<b><u>PRODUCT LINE</u></b>	<b><u>DISCOUNT</u></b>
<b>SCAG POWER EQUIPMENT</b>	<b>20%</b>

CONTRACT MODELS available plus Associated Accessories/Attachments:

TIGER CUB	
STC52V-23BV	STC48V-23CV
STC52V-24HN	STC52V-23KA
WILDCAT	
STWC52V-25KA	STWC52V25KALC
STWC61V-27CV	STWC61V26KALC
STWC61V-30CV	
TURF TIGER	
STT52V-27CH	STT61V-27CH
STT61V-27KA	STT61V29KADFISS
STT61A-35BVSS	STT61V-35BVSS
STT61V35VACSS	STT61V-35BVSS
STT61V25KBDSS	STT72A-29KA-DFI-SS
STT72A-35BV-SS	STT72A-35BVAC-SS

Mower/Tractor Price List:

2007 KPM Exceptional LLC SCAG Power Equipment Program

Dated: Effective October 1, 2006

Tractor Manufacturer/Brand/OEM Options:

(i.e., seat, cup holders, grass catcher, decks, etc.):

**20%**

2007 KPM Exceptional LLC SCAG Power Equipment Program

Dated: Effective October 1, 2006

Delivery: 10 Days A/R/O

**CONTRACTOR, ITEM 1: KPM EXCEPTIONAL DISTRIBUTORS, INC.**

(continued)

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**ITEM 1 – ZERO TURNING MOWER/TRACTOR**

<b><u>PRODUCT LINE</u></b>	<b><u>DISCOUNT</u></b>
<b>ENCORE</b>	<b>25%</b>

CONTRACT MODELS available plus Associated Accessories/Attachments:

**52B23X**

**52K25X**

**60K25X**

**60B25X**

Mower/Tractor Price List:

Encore Manufacturing

Dated: December 1, 2006

Tractor Manufacturer/Brand/OEM Options:

(i.e., seat, cup holders, grass catcher, decks, etc.):

**25%**

Encore Manufacturing

Dated: December 1, 2006

Delivery: 7 Days A/R/O

**CONTRACTOR, ITEM 1: KIMBER'S INC.**

(continued)

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**ITEM 1 – ZERO TURNING MOWER/TRACTOR**

**PRODUCT LINE**

**DISCOUNT**

**KUBOTA**

**23%**

CONTRACT MODELS available plus Associated Accessories/Attachments:

**ZG-2354**

**ZD25F60P**

**ZD28F60P**

**ZD28F72P**

Mower/Tractor Price List:

Kubota Wholegoods Price List

Dated: January 1, 2006

Tractor Manufacturer/Brand/OEM Options:

(i.e., seat, cup holders, grass catcher, decks, etc.):

**10%**

Kubota Wholegoods Price List

Dated: January 1, 2006

Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 1: S.V. MOFFETT CO., INC.**

(continued)

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**ITEM 1 – ZERO TURNING MOWER/TRACTOR**

<b><u>PRODUCT LINE</u></b>	<b><u>DISCOUNT</u></b>
<b>JOHN DEERE</b>	<b>28%</b>

CONTRACT MODELS available plus Associated Accessories/Attachments:

<b>717A</b>	<b>727A</b>
<b>737</b>	<b>757</b>
<b>777</b>	<b>797</b>
<b>997</b>	

Mower/Tractor Price List:

Commercial Zero Turn Radius Mowers & Equipment, C13  
Dated: October 30, 2006

Tractor Manufacturer/Brand/OEM Options:

(i.e., seat, cup holders, grass catcher, decks, etc.):

Commercial Zero Turn Radius Mowers & Equipment, C13  
Dated: October 30, 2006

**28%**

Delivery: 60 Days A/R/O

**CONTRACTOR, ITEM 1: JOHN DEERE COMPANY**

(continued)

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**ITEM 2 – GREENS REEL MOWER/TRACTORS**

**PRODUCT LINE**

**DISCOUNT**

**JACOBSEN**

**34%**

CONTRACT MODELS available plus Associated Accessories/Attachments:

**GREENSKING 62287 MODEL IV**

**GREENSKING 62288 MODEL IV +**

**GREENSKING 62289 MODEL IV + DIESEL**

Mower/Tractor Price List:

Jacobsen Turf Products Price List

Dated: January 1, 2007 (form 99-040)

Tractor Manufacturer/Brand/OEM Options:

(i.e., seat, cup holders, grass catcher, decks, etc.):

Jacobsen Turf Products Price List

Dated: January 1, 2007 (form 99-040)

**5%**

Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 2: S. V. MOFFETT CO., INC.**

(continued)

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**ITEM 2 – GREENS REEL MOWER/TRACTORS**

<b><u>PRODUCT LINE</u></b>	<b><u>DISCOUNT</u></b>
<b>TORO</b>	<b>20%</b>

CONTRACT MODELS available plus Associated Accessories/Attachments:

- GR3050 #04351**
- GR3100 #04356**
- GR3150 #04357**
- GR3250D #04383**

Mower/Tractor Price List:

Toro MSRP Commercial Price List  
Dated: dated November 2, 2006

Tractor Manufacturer/Brand/OEM Options:

(i.e., seat, cup holders, grass catcher, decks, etc.):

Toro MSRP Commercial Price List  
Dated: dated November 2, 2006

**20%**

Delivery: 30 Days A/R/O

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

(continued)

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**ITEM 3 – FAIRWAY REEL MOWER/TRACTORS**

**PRODUCT LINE**

**DISCOUNT**

**JOHN DEERE**

**26%**

CONTRACT MODELS available plus Associated Accessories/Attachments:

**3225TC**

**3225C**

**3235C**

Mower/Tractor Price List:

Reel Mowers and Equipment, G10

Dated: October 30, 2006

Tractor Manufacturer/Brand/OEM Options:

(i.e., Cruise Control, Blades, Rollers, etc.):

Reel Mowers and Equipment, G10

Dated: October 30, 2006

**26%**

Other Attachments:

(i.e., Installed Cabs, Snow Blower, etc.):

Reel Mowers and Equipment, G10

Dated: October 30, 2006

**26%**

Delivery: 60 Days A/R/O

**CONTRACTOR, ITEM 3: JOHN DEERE COMPANY**

(continued)

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**ITEM 3 – FAIRWAY REEL MOWER/TRACTORS**

<b><u>PRODUCT LINE</u></b>	<b><u>DISCOUNT</u></b>
<b>TORO</b>	<b>20%</b>

CONTRACT MODELS available plus Associated Accessories/Attachments:

**RM5210 #03660**  
**RM5410 #03670**  
**RM5510 #03680**  
**RM5610 #03690**  
**RM6500 (4X2) #03806**  
**RM6500 (4X4) #03807**

Mower/Tractor Price List:

Toro MSRP Commercial Price List  
Dated: dated November 2, 2006

Tractor Manufacturer/Brand/OEM Options:  
(i.e., Cruise Control, Blades, Rollers, etc.):

Toro MSRP Commercial Price List  
Dated: dated November 2, 2006

**20%**

Other Attachments:

(i.e., Installed Cabs, Snow Blower, etc.):

Jodale Perry  
Dated: October 2005

**0%**

Cozy Cab Custom Products  
Dated: February 2005

Delivery: 30 Days A/R/O

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

(continued)

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**ITEM 4 – ROUGH GANG REEL MOWER/TRACTORS**

<b><u>PRODUCT LINE</u></b>	<b><u>DISCOUNT</u></b>
<b>TORO</b>	<b>20%</b>

CONTRACT MODELS available plus Associated Accessories/Attachments:

**RM4000D (4x2) #03706**

**RM4000D (4x4) #03707**

**RM6700D (4x4) #03808**

Mower/Tractor Price List:

Toro MSRP Commercial Price List

Dated: dated November 2, 2006

Tractor Manufacturer/Brand/OEM Options:

(i.e., Cruise Control, Blades, Rollers, etc.):

Toro MSRP Commercial Price List

Dated: dated November 2, 2006

**20%**

Other Attachments:

(i.e., Installed Cabs, Snow Blower, etc.):

Jodale Perry

Dated: October 2005

**0%**

Cozy Cab Custom Products

Dated: February 2005

Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 4: GRASSLAND EQUIPMENT & IRRIGATION CORP.**

(continued)

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**ITEM 4 – ROUGH GANG REEL MOWER/TRACTORS**

**PRODUCT LINE**

**DISCOUNT**

**JOHN DEERE**

**26%**

CONTRACT MODELS available plus Associated Accessories/Attachments:

**1905**

Mower/Tractor Price List:

Reel Mowers and Equipment, G10

Dated: October 30, 2006

Tractor Manufacturer/Brand/OEM Options:

(i.e., Cruise Control, Blades, Rollers, etc.):

Reel Mowers and Equipment, G10

Dated: October 30, 2006

**26%**

Other Attachments:

(i.e., Installed Cabs, Snow Blower, etc.):

Reel Mowers and Equipment, G10

Dated: October 30, 2006

**26%**

Delivery: 60 Days A/R/O

**CONTRACTOR, ITEM 4: JOHN DEERE COMPANY**

(continued)

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**ITEM 5 – ROUGH GANG ROTARY MOWER/TRACTORS**

**PRODUCT LINE**

**DISCOUNT**

**JOHN DEERE**

**26%**

CONTRACT MODELS available plus Associated Accessories/Attachments:

**3245C**

Mower/Tractor Price List:

Special Application Mower & Equipment, G15

Dated: October 30, 2006

Tractor Manufacturer/Brand/OEM Options:

(i.e., Cruise Control, Blades, Rollers, etc.):

**26%**

Special Application Mower & Equipment, G15

Dated: October 30, 2006

Other Attachments:

(i.e., Installed Cabs, Snow Blower, etc.):

**26%**

Special Application Mower & Equipment, G15

Dated: October 30, 2006

Delivery: 60 Days A/R/O

**CONTRACTOR, ITEM 5: JOHN DEERE COMPANY**

(continued)

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**ITEM 5 – ROUGH GANG ROTARY MOWER/TRACTORS**

<b><u>PRODUCT LINE</u></b>	<b><u>DISCOUNT</u></b>
<b>TORO</b>	<b>20%</b>

CONTRACT MODELS available plus Associated Accessories/Attachments:

**GM4500D #30856**

**GM4700D #30868**

Mower/Tractor Price List:

Toro MSRP Commercial Price List

Dated: dated November 2, 2006

Tractor Manufacturer/Brand/OEM Options:

(i.e., Cruise Control, Blades, Rollers, etc.):

Toro MSRP Commercial Price List

Dated: dated November 2, 2006

**20%**

Other Attachments:

(i.e., Installed Cabs, Snow Blower, etc.):

Jodale Perry

Dated: October 2005

**0%**

Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 5: GRASSLAND EQUIPMENT & IRRIGATION CORP.**

(continued)

**ITEM 6 – TRIM MOWER - ROTARY**

<b><u>PRODUCT LINE</u></b>	<b><u>DISCOUNT</u></b>
<b>JOHN DEERE</b>	<b>25%</b>

CONTRACT MODELS available plus Associated Accessories/Attachments:

<b>1420</b>	<b>1435</b>
<b>1445</b>	<b>1545</b>
<b>1565</b>	<b>1600T</b>
<b>CP48</b>	

Mower/Tractor Price List:

Commercial Front Mowers and Equipment, C15

Dated: August 25, 2006

Debris Maintenance and Equipment, G30 (Model CP48 only)

Dated: October 30, 2006

Tractor Manufacturer/Brand/OEM Options:

(i.e., Cruise Control, Blades, Rollers, etc.):

**25%**

Commercial Front Mowers and Equipment, C15

Dated: August 25, 2006

Debris Maintenance and Equipment, G30 (Model CP48 only)

Dated: October 30, 2006

Other Attachments:

(i.e., Installed Cabs, Snow Blower, etc.):

**25%**

Commercial Front Mowers and Equipment, C15

Dated: August 25, 2006

Debris Maintenance and Equipment, G30 (Model CP48 only)

Dated: October 30, 2006

Delivery: 60 Days A/R/O

**CONTRACTOR, ITEM 6: JOHN DEERE COMPANY**

(continued)

**ITEM 6 – TRIM MOWER - ROTARY**

**PRODUCT LINE**

**DISCOUNT**

**JACOBSEN**

**34%**

CONTRACT MODELS available plus Associated Accessories/Attachments:

**JACOBSEN TURFCAT 4WD, MODEL 946714**

**JACOBSEN HR46004WD, MODEL 67863**

**JACOBSEN HR-5111, MODEL 69116**

**JACOBSEN HR-9016, MODEL 70529**

Mower/Tractor Price List:

Jacobsen Turf Products Price List

Dated: January 1, 2007 (form 90-040)

Tractor Manufacturer/Brand/OEM Options:

(i.e., Cruise Control, Blades, Rollers, etc.):

**5%**

Jacobsen Turf Products Price List

Dated: January 1, 2007 (form 90-040)

Other Attachments:

(i.e., Installed Cabs, Snow Blower, etc.):

**2%**

Jacobsen Turf Products Price List

Dated: January 1, 2007 (form 90-040)

Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 6: S. V. MOFFETT CO., INC.**

**ITEM 7 – TRIM MOWER - REEL**

**NO AWARD THIS ITEM**

(continued)

**ITEM 8 – ROTARY MOWER (3X2)**

**PRODUCT LINE**

**DISCOUNT**

**TORO**

**20%**

CONTRACT MODELS available plus Associated Accessories/Attachments:

**GM3505D #30826**

**RM3500D SIDEWINDER #30839**

Mower/Tractor Price List:

Toro MSRP Commercial Price List

Dated: dated November 2, 2006

Tractor Manufacturer/Brand/OEM Options:

(i.e., Cruise Control, Blades, Rollers, etc.):

Toro MSRP Commercial Price List

Dated: dated November 2, 2006

**20%**

Delivery: 30 Days A/R/O

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

**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.

(continued)

**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.

**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)).

**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)). 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:**

**General** - Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order (ARO). Time is of the essence in regard to the delivery. Product will be required as soon as possible by an agency issuing a purchase order.

**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 Group.

**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.

(continued)

**CONTRACT PERIOD:**

The State may unilaterally cancel the contract on a monthly basis any time after the initial twelve (12) months by providing written notification at least one (1) month prior to the effective date of cancellation. The minimum term of the contract shall be twelve (12) months. This provision does not affect the State's right of suspension or cancellation contained in the "Suspension of Work" and "Cancellation" clauses 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 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.

**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 and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

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**REPORT OF CONTRACT PURCHASES:**

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

Customer	Manufacturer	Model No.	Quantity	Unit Price (Delivered)	Total (Quantity x Unit Price)
City of BCD	Acme	123	1	\$30,000.00	\$30,000.00
County of FGH	Beta	456	3	\$38,000.00	\$114,000.00
School District JKM	Theta	789	2	\$35,000.00	\$70,000.00
Sheriff for NPQ County	Acme	123	5	\$30,000.00	\$150,000.00
Town of RST	Beta	456	2	\$38,000.00	\$76,000.00
NYS DOCS	Theta	789	7	\$35,000.00	\$245,000.00
NYS DOT	Acme	123	10	\$30,000.00	\$300,000.00
				<b>TOTAL VALUE:</b>	<b>\$985,000.00</b>

The report is to be submitted to the Procurement Services Group, NYS Office of General 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 Invitation for Bids Number, Contract Number, sales period, and contractor's name. The State reserves the right to modify format to meet specific contract extension or re-bid needs, per request.

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 termination of contract or 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.).

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.

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**PURCHASE ORDERS AND INVOICING:**

**General** - All orders and invoices/vouchers should include the contract number and a line by line listing of separate charges. Also, there should be a specific listing of the value from the “DAS” – Delivery Allowance Schedule, if there is a “DAS”.

**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.
  - Delivery charges (if applicable), only as listed in the Delivery Allowance Schedule (DAS), must also be listed separately. Delivery charges above and beyond that listed in the DAS will **NOT** be permitted.
- Line item breakdown of any deletion:
  - Contractor’s cost (invoice amount from contractor’s supplier/OEM factory) to be shown.

Failure to comply may result in lengthy payment delays.

**SAFETY DEVICES:**

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

**NOTE:**

**Roll Over Protection Structures (R.O.P.S.) shall be provided on all equipment powered by engines of 21 HP. ROPS must be provided on all units that have seat belts.**

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**State of New York  
 Office of General Services  
 PROCUREMENT SERVICES GROUP  
 Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

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

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

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

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

**CONTRACTOR**

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

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

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

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

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

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

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

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

**Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:**

OGS PROCUREMENT SERVICES GROUP  
 Customer Services, 37th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242

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