

New York State Office Of General Services
New York State Procurement (NYSPRO)
38th Floor, Corning Tower
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [20939](#)

DATE: March 24, 2014

GROUP: 40534 – REFUSE & RECYCLABLES
COLLECTION TRUCKS (Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Michael Riley
Contract Management Specialist 1
(518) 474-6716
michael.riley@ogs.ny.gov

CONTRACT PERIOD: June 1, 2008 to
May 31, 2014

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

**CONTRACTOR/
CONTRACT NO.:** Navistar, Inc. PC63960

SUBJECT: CONTRACT EXPIRATION

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please be advised that this Award is scheduled to expire on May 31, 2014. At this time, The Office of General Services does not anticipate that this Award will be extended. As such, it is likely that there will be a lapse in coverage. Please contact the Contract Management Specialist named herein should you have future plans to purchase items available through this Award.

In the event there is a lapse in coverage, all purchases should be made in accordance with applicable statutory requirements and purchasing guidelines.

New York State Office Of General Services
New York State Procurement (NYSPRO)
38th Floor, Corning Tower
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [20939](#)

DATE: November 7, 2013

GROUP: 40534 – REFUSE & RECYCLABLES
COLLECTION TRUCKS (Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Michael Riley
Contract Management Specialist
(518) 474-6716
michael.riley@ogs.ny.gov

CONTRACT PERIOD: June 1, 2008 to
May 31, 2014

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

**CONTRACTOR/
CONTRACT NO.:** Navistar Inc. PC63960

SUBJECT: PPI PRICE ADJUSTMENT

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

In accordance with the Producer Price Index (PPI) Price Adjustment clause, Navistar's contract pricing has been adjusted to the new prices indicated herein. These prices are effective immediately.

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
2A.	Truck, Refuse Collection, Dual Chamber rear loading, 9 cu. yd./14 cu. yd. capacity.	\$184,702.20
3A.	Truck, Refuse Collection, rear loading, 20 cu. yd. capacity.	\$108,024.36
	<u>Price Additional Option:</u> Hydraulic Can Tipper	\$ 4033.80
	<u>Price Additional Option:</u> Second Hydraulic Can Tipper on same truck.	\$ 4,909.68

(Cont'd)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
4C.	Truck, Refuse Collection, rear loading 25 cu. yd. capacity.	\$151,338.24
	<u>Price Additional Option:</u> Hydraulic Can Tipper	\$ 3,834.00
	<u>Price Additional Option:</u> Second Hydraulic Can Tipper on same truck.	\$ 3,132.00
8A.	Truck, Recyclable Refuse Collection, side dumping.	\$104,550.00
9A.	Truck, Recyclable Refuse Collection, rear dump.	\$ 87,307.80
	Optional Hard Roof	\$ 2,226.96
	Optional Steps	\$ 2,319.84

All other terms and conditions of this Award Notification remain the same.

New York State Office Of General Services
New York State Procurement (NYSPRO)
38th Floor, Corning Tower
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [20939](#)

DATE: September 9, 2013

GROUP: 40534 – REFUSE & RECYCLABLES
COLLECTION TRUCKS (Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Michael Riley
Contract Management Specialist
(518) 474-6716
michael.riley@ogs.ny.gov

CONTRACT PERIOD: June 1, 2008 to
May 31, 2014

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

**CONTRACTOR/
CONTRACT NO.:** Navistar Inc. PC63960

SUBJECT: REVISED CONTRACT AWARD NOTIFICATION

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The prices for the Refuse and Recyclable Collections Trucks available through this Award have been updated based on the change in the Federal Mandated Engine Emissions (See 6/16/10 Purchasing Memorandum). The new prices are now included in the Revised Contract Award Notification.

Authorized users should reference the current copy of the Contract Award Notification, which lists a revised issue date of **September 9, 2013** before purchasing from the contract. The current Contract Award Notification may be accessed at the following URL address: <http://www.ogs.ny.gov/purchase/spg/awards/4053420939CAN.HTM>

All other terms and conditions of this Award Notification remain the same.

New York State Office Of General Services
New York State Procurement (NYSPRO)
38th Floor, Corning Tower
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [20939](#)

DATE: June 19, 2013

GROUP: 40534 – REFUSE & RECYCLABLES
COLLECTION TRUCKS (Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Michael Riley
Contract Management Specialist 1
(518) 474-6716
Michael.riley@ogs.ny.gov

CONTRACT PERIOD: June 1, 2008 to
May 31, 2014

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

**CONTRACTOR/
CONTRACT NO.:** Navistar Inc. PC63960

SUBJECT: CONTRACT RENEWAL THROUGH MAY 31, 2014

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

This Contract has been renewed through **May 31, 2014** for Navistar, Inc.

Authorized users should reference the current copy of the Contract Award Notification, which lists a revised issue date of **June 19, 2013** before purchasing from the contract. The current Contract Award Notification may be accessed at the following URL address: <http://www.ogs.ny.gov/purchase/spg/awards/4053420939CAN.HTM>

All other terms and conditions of the Award Notification remain the same.

New York State Office Of General Services
New York State Procurement (NYSPRO)
38th Floor, Corning Tower
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [20939](#)

DATE: May 6, 2013

GROUP: 40534 – REFUSE & RECYCLABLES
COLLECTION TRUCKS (Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Michael Riley
Contract Management Specialist 1
(518) 474-6716
michael.riley@ogs.ny.gov

CONTRACT PERIOD: June 1, 2008 to
May 31, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

**CONTRACTOR/
CONTRACT NO.:** Navistar, Inc. PC63960

SUBJECT: CONTRACT EXPIRATION

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please be advised that this contract is scheduled to expire on May 31, 2013. The Office of General Services is currently working to extend this contract. However, there are still pending necessary approvals.

In the event there is a lapse in coverage, all purchases should be made in accordance with applicable statutory requirements and purchasing guidelines.

New York State Office of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [20939](#)

DATE: June 1, 2012

GROUP: 40534 – Refuse & Recycling Collection Trucks
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES &

Sandra Nolan
Purchasing Officer
(518) 474-5040

CONTRACT PERIOD: June 1, 2008 to May 31, 2013

sandra.nolan@ogs.ny.gov

CONTRACTORS: Navistar, Inc.

CONTRACT#’S: PC63960

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

SUBJECT: Contract Renewal

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

The above contractor has agreed to renew their contract through **May 31, 2013**. Listed below are the items that are being renewed:

Items: **2A, 3A, 4C, 8A, 9A**

All other terms and conditions remain the same.

Please attach this memo to your copy of the Contract Award document.

New York State Office of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [20939](#)

DATE: November 30, 2011

GROUP: 40534 – Refuse & Recycling Collection Trucks
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES &

Sandra Nolan
Purchasing Officer
(518) 474-5040
sandra.nolan@ogs.ny.gov

CONTRACT PERIOD: June 1, 2008 to May 31, 2012

CONTRACTORS: Navistar, Inc.

CONTRACT#’S: PC63960

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

SUBJECT: **Contact Information Correction**

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

Please note that there has been a change to the purchasing memo dated **November 29, 2011**. The **contact person** for Navistar, Inc. should be as follows:

Brett Clausen
399 Albany Shaker Road/Suite 202
Loudonville, NY 12211
Business#: 518-694-3370
Fax#: 518-694-3378
Email: brett.clausen@navistar.com

All other terms and conditions remain the same.

Please attach this memo to your copy of the Contract Award document.

New York State Office of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [20939](#)

DATE: November 29, 2011

GROUP: 40534 – Refuse & Recycling Collection Trucks
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES &

Sandra Nolan
Purchasing Officer
(518) 474-5040

CONTRACT PERIOD: June 1, 2008 to May 31, 2012

sandra.nolan@ogs.ny.gov

CONTRACTORS: Navistar, Inc.

CONTRACT#’S: PC63960

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

SUBJECT: **Contact Information Change**

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

The new contact person for Navistar, Inc. has changed as follows:

Dawn M. Crouch
399 Albany Shaker Road/Suite 202
Loudonville, NY 12211
Business#: 518-694-3370
Fax#: 518-694-3378
Email: dawn.crouch@navistar.com

All other terms and conditions remain the same.

Please attach this memo to your copy of the Contract Award document.

New York State Office of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [20939](#)

DATE: July 20, 2011

GROUP: 40534 – Refuse & Recycling Collection Trucks
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES &

Sandra Nolan
Purchasing Officer
(518) 474-5040

CONTRACT PERIOD: June 1, 2008 to May 31, 2012

sandra.nolan@ogs.ny.gov

CONTRACTOR: Navistar, Inc.

CONTRACT NO.: PC63960

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

SUBJECT: Navistar, Inc. - PPI Adjustment

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

The Office of General Services, Procurement Services Group has reviewed Navistar's contract pricing and has determined that the following price increases are correct as allowed by the PPI Price Adjustment clauses of this contract Award. These prices shall be effective for orders placed **effective immediately thru May 31, 2012**.

ITEM# / CURRENT PRICING

NEW PRICING

2A. \$174,111.84	\$182,469.21
3A. \$99,403.64	\$104,175.01
\$3,930.18	\$4,118.83
\$4,783.57	\$5,013.17
4C. \$143,350.94	\$150,231.79
\$3,631.65	\$3,806.70
\$2,966.70	\$3,109.69
8A. \$96,018.52	\$100,627.41
9A. \$79,219.23	\$83,021.75
\$2,169.75	\$2,273.91
\$2,260.25	\$2,368.74

All other terms and conditions remain the same. Please attach this memo to your copy of the Contract Award document.

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [20939](#)

DATE: August 6, 2010

GROUP: 40534 – Refuse & Recycling Collection Trucks
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES &

Sandra Nolan
Purchasing Officer
(518) 474-5040
sandra.nolan@ogs.state.ny.us

CONTRACT PERIOD: June 1, 2008 to May 31, 2012

CONTRACTOR: Navistar, Inc.

CONTRACT NO.: PC63960

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

SUBJECT: Navistar, Inc. - PPI Adjustment

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

The Office of General Services, Procurement Services Group has reviewed Navistar's contract pricing and has determined that the following price increases are correct as allowed by the PPI Price Adjustment clauses of this contract Award. These prices shall be effective for orders placed **effective immediately thru May 31, 2011.**

ITEM# / CURRENT PRICING

NEW PRICING

2A. \$170,197.30	\$174,111.84
3A. \$97,168.76	\$99,403.64
\$3,841.82	\$3,930.18
\$4,676.02	\$4,783.57
4C. \$140,128.00	\$143,350.94
\$3,550.00	\$3,631.65
\$2,900.00	\$2,966.70
8A. \$93,859.75	\$96,018.52
9A. \$77,438.15	\$79,219.23
\$2,120.97	\$2,169.75
\$2,209.43	\$2,260.25

All other terms and conditions remain the same. Please attach this memo to your copy of the Contract Award document.

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [20939](#)

DATE: July 6, 2010

GROUP: 40534 – Refuse & Recycling Collection Trucks
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES &

Sandra Nolan
Purchasing Officer
(518) 474-5040

CONTRACT PERIOD: June 1, 2008 to May 31, 2012

sandra.nolan@ogs.state.ny.us

CONTRACTORS: Navistar, Inc.

CONTRACT#’S: PC63960

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

SUBJECT: Contact Information Change

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

The new contact person for Navistar, Inc. has changed as follows:

Brett Clausen
1568 Central Avenue
Albany, NY 12205
Business#: 518/869-4083
Cell#: 630/902-1555
Fax#: 518/869-4087

All other terms and conditions remain the same.

Please attach this memo to your copy of the Contract Award document.

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [20939](#)

DATE: June 16, 2010

GROUP: 40534 – Refuse & Recycling Collection Trucks
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES &

Sandra Nolan

CONTRACT PERIOD: June 1, 2008 to May 31, 2012

Purchasing Officer

(518) 474-5040

CONTRACTORS/CONTRACT: Navistar, Inc.
PC63960

sandra.nolan@ogs.state.ny.us

OTHER AUTHORIZED USERS

Customer Services

(518) 474-6717

customer.services@ogs.state.ny.us

SUBJECT: Navistar, Inc. – 2010 Federal Mandated Engine Emissions

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

The Office of General Services, Procurement Services Group has reviewed Navistar, Inc's request for all 2010 International Diesel Engines to be assessed a Federal Mandated Emission Surcharge. It has been determined that the following price increases are effective for all orders placed on or after **January 1, 2010**. These surcharges are correct and allowed by the Federal Mandated Engine Emissions Clause of this contract Award.

<u>Item Number</u>	<u>Engine Type</u>	<u>2010 Emission Surcharge</u>
2A	(12UXE) International Maxx Force 10	\$6,000.00
3A	(12UXG) International Maxx Force DT	\$6,000.00
8A	(12VZD) International Maxx Force 7	\$6,000.00
9A	(12VZD) International Maxx Force 7	\$6,000.00

All other terms and conditions remain the same.

Please attach this memo to your copy of the Contract Award document.

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [20939](#)

DATE: June 11, 2010

GROUP: 40534 – Refuse & Recycling Collection Trucks
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES &

Sandra Nolan
Purchasing Officer
(518) 474-5040

CONTRACT PERIOD: June 1, 2008 to May 31, 2010

sandra.nolan@ogs.state.ny.us

CONTRACTORS: Fleet Maintenance, Inc.,
Navistar, Inc.

CONTRACT#’S: PC63958, PC63960

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

SUBJECT: Contract Renewal

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

The above contractors have agreed to renew their contracts through **May 31, 2012**. Listed below are the vendors and their items that are being renewed:

Fleet Maintenance, Inc.

Items: **2C, 4A, 4B**

Navistar, Inc.

Items: **2A, 3A, 4C, 8A, 9A**

All other terms and conditions remain the same.

Please attach this memo to your copy of the Contract Award document.

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [20939](#)

DATE: March 09, 2010

GROUP: 40534 – Refuse & Recycling Collection
Trucks (Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES &

Sandra Nolan
Purchasing Officer
(518) 474-5040
sandra.nolan@ogs.state.ny.us

CONTRACT PERIOD: June 1, 2008 to May 31, 2010

CONTRACTOR/ Wicker Ford, Inc.
CONTRACT NO.: PC63962

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

SUBJECT: CONTRACT SUSPENSION

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

Please be advised that effective immediately, the contract for Wicker Ford, Inc. to sell Refuse & Recyclable Trucks has been suspended until further notice.

Any entity affected by this suspension may buy their Refuse Truck requirement on the open market following their procurement guidelines, or may review the contract award for different truck options. You may review a copy of the contract award on our website at:

<http://www.ogs.state.ny.us/purchase/spg/pdfdocs/4053420939a.pdf>

All other terms and conditions of the original Award remain the same.

Please attach this memo to your copy of the Contract Award document.

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [20939](#)

DATE: June 1, 2009

GROUP: 40534 – Refuse & Recycling Collection Trucks
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES &

Sandra Nolan
Purchasing Officer
(518) 474-5040

CONTRACT PERIOD: June 1, 2008 to May 31, 2010

sandra.nolan@ogs.state.ny.us

CONTRACTORS/CONTRACT: Navistar, Inc.
PC63960

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

SUBJECT: Navistar, Inc. - PPI Adjustment for Period: June 1, 2009 thru May 31, 2010

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

The Office of General Services, Procurement Services Group has reviewed Navistar's contract pricing and has determined that the following price increases effective **June 1, 2009** are correct as allowed by the PPI Price Adjustment clauses of this contract Award. These prices shall be effective for orders place on or after **6/1/09**.

ITEM#/CURRENT PRICING

NEW PRICING

2A. \$165,465.00	\$170,197.30
3A. \$ 94,467.00	\$ 97,168.76
\$ 3,735.00	\$ 3841.82
\$ 4,546.00	\$ 4676.02
8A. \$ 91,250.00	\$ 93,859.75
9A. \$ 75,285.00	\$ 77,438.15
\$ 2,062.00	\$ 2120.97
\$ 2,148.00	\$ 2209.43

All other terms and conditions remain the same.

Please attach this memo to your copy of the Contract Award document.

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [20939](#)

DATE: December 19, 2008

GROUP: 40534 – Refuse & Recycling Collection Trucks
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

CONTRACT PERIOD: June 1, 2008 to May 31, 2010

Sandra Nolan
Purchasing Officer
(518) 474-5040
sandra.nolan@ogs.state.ny.us

CONTRACTORS/CONTRACT # International Truck &
Engine Corp. - PC63960

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

SUBJECT: Contractor Name Change

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

Please be advised that International Truck & Engine Corp. has changed its name to Navistar, Inc. Their complete information is as follows:

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED I.D. #</u>
PC63960	Navistar, Inc. 1568 Central Avenue Albany, NY 12205	P: 518/869-4083 Mr. Ronald Sessler Fax: 518/869-4087 ron.sessler@navistar.com www.navistar.com	FIN# 36-1264810

All other terms and conditions remain the same.

Please attach this memo to your copy of the Contract Award document.

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

Title	:	Group 40534 - REFUSE AND RECYCLABLES COLLECTION TRUCKS (Statewide)
		Classification Code: 25
Award Number	:	<u>20939</u> (Replaces Award 20287)
Contract Period	:	June 1, 2008 to May 31, 2010
Bid Opening Date	:	March 20, 2008
Date of Issue	:	July 7, 2008
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Sandra Nolan Title : Purchasing Officer I Phone : 518-474-5040 Fax : 518-474-8676 E-mail : sandra.nolan@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

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

Description

This award is for refuse and recyclables collection trucks in various capacities and configurations that can be purchased by eligible users statewide. New this year is a Compressed Natural Gas (CNG) truck.

PR #20939

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC63958 SB WBE	FLEET MAINTENANCE, INC. 67 Ransier Drive West Seneca, NY 14224	800/347-4231 716/675-9220, Ext. 103 Ms. Deborah Gawron Fax: 716/675-5710 E-mail: debg@fmibuffalo.com Web: www.fmifreightliner.com	141607031
PC63959 SB	HALLAHAN TRUCK SALES, INC. 763 Blue Point Rd. Holtsville, NY 11742	800/834-7242 631/475-8220 Mr. Gregory Hallahan Fax: 631/475-8456 E-mail: grhallahan@hallahantrucks.com Web: www.hallahantrucks.com	112975422
PC63960	INTERNATIONAL TRUCK AND ENGINE CORP. 1568 Central Avenue Albany, NY 12205	518/869-4083, Ext. 10 Mr. Ronald Sessler Fax: 518/869-4087 E-mail: ron.sessler@navistar.com Web: www.internationaldelivers.com	361264810
PC63961	TRACEY ROAD EQUIPMENT 6803 Manlius Center Road East Syracuse, NY 13057	800/872-2390 315/437-1471 Mr. Thomas Krick Fax: 315/437-4041 E-mail: tomkrick@tracey-road.com	161058204
PC63962 SB	WICKER FORD, INC. 1080 Wicker Street Ticonderoga, NY 12883	518/585-2888 Mr. Dennis Natale Fax: 518/585-7440 E-mail: wickerd@cstdsl.net	141555333

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

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

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

(continued)

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group 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:

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 vehicle preparation and NYS Motor Vehicle Inspection and includes any and all costs associated with providing and delivering the vehicles and accessories such as those noted below:

- Delivery from factory/manufacturer to dealer distributor destination.
- Installation
- Labor
- Emissions
- Surcharges
- Mounting(s)
- Connection(s), etc.
- Overhead, Profit, Etc

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

(continued)

PRICE: (Cont'd)

Price Adjustment – On each June 1, (after 2008) of the contract, the contractor may be granted an increase in their contract dependent upon fluctuations in the latest published copy of the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics. The request for price revisions must be sent to the Office of General Services, Procurement Services Group, Corning Tower- 38th Floor, Empire State Plaza, Albany, NY 12242 for approval along with a copy of the index and other supporting documentation necessary to support the increase. Should the contractor fail to submit a request for a price increase or supporting documentation 15 days prior to June 1st of the applicable anniversary year, the contractor may be deemed to have waived its right to any increase in price for that year. **Under no circumstances will prices be increased retroactively.**

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

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

Series ID: WPU1413
 Group: Transportation Equipment
 Item: Truck and Bus Bodies

Change would be based on dividing the PPI value for April of the year involved by the PPI value for April 2008. Below is an example of how this would be implemented. All the values in this example are hypothetical.

Original Contract Price: \$50,000
 February 2008 PPI: 162.0

<u>Date For PPI</u>	<u>PPI Value</u>	<u>Calculation</u>	<u>Adjustment Factor</u>	<u>New Price</u>	<u>Effective Date</u>
April 2008	162.0	162.0/162.0	1.0000*	\$50,000.00*	April 2008*
April 2009	164.6	164.6/162.0	1.0160	\$50,800.00	April 2009

* = No adjustment for first year; original contract price is \$50,000 for this example.

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

Unworkable Price Structure - Should the price structure utilized by the parties become unworkable, detrimental or injurious to the State and/or Contractor or result in prices which are not truly reflective of current market conditions, and the price is deemed unreasonable or excessive by the Commissioner, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon 10 days written notice mailed to the contractor to terminate any contract. 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.

Limitation - Price adjustments are limited to changes as allowed for in this PRICE clause. Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs to the contractor, will not be allowed during the contract period.

(continued)

<u>Item</u> <u>No.</u>	<u>Item Description</u>	<u>Unit</u> <u>Price</u>
1.	Truck, Refuse Collection, rear loading, 8 cu. yd. capacity.	\$56,529.00

Delivery: 160 Days A/R/O
 Make & Model of Cab-Chassis: Ford F-550
 Gross Compacted Weight Rating (GCWR): 800 lb./cu. yd.
 Chassis Wheelbase: 189 in.
 Cab-to-Axle Dimension: 108 in.
 Make & Model of Body: New Way Diamond Back
 Capacity of Body (excluding loading hopper): 8 cu. yds.
 Capacity of Loading Hopper: 1 cu. yd.

Gauges of Body Steel:

Top: 10GA
 Sides: 10GA
 Floor: 10GA

Access Door Size: 24" L x 34" W
 Capacity of Hydraulic Reservoir: 22 gal.
 Packing Blade Compaction Force: 66,340 p.s.i.
 Packing Cylinder Diameter: 2.5"

Front Axle: Make & Model: Dana 7000
 Capacity: 7,000 lbs.

Rear Axle: Make & Model: Dana S110
 Capacity: 13,660 lbs.

Spring Capacities & Ground:
 Front: 7,000 lbs
 Rear Main: 13,660 lbs

Frame:
 Section Modulus: 17.2 cubic inches
 Yield Strength: 36,000 p.s.i.
 Resisting Bending Moment: 619,200 in. lbs.

Radial Ply Tires Size: LT225/70R19.5
 Load Range: G

Automatic Transmission:
 Make & Model: Ford Torqshift
 Number of Forward Speeds: 5

Fuel Tank Capacity: 40 gals.

Gasoline Engine:
 Make & Model: Ford Triton V/10
 HP & Torque: 362HP & 457 lb/ft

Alternator Capacity: 115 amps.
 Battery Capacity: 750 C.C.A.

CONTRACTOR, ITEM 1: WICKER FORD, INC.

DISCOUNT ON OPTIONS: 10%

(continued)

<u>Item</u> <u>No.</u>	<u>Item Description</u>	<u>Unit</u> <u>Price</u>
2A.	Truck, Refuse Collection, Dual Chamber rear loading, 9 cu. yd./14 cu. yd. capacity.	\$165,465.00

Delivery: 180 Days A/R/O
 Make & Model of Cab-Chassis: International 7500 SBA 6x4 SF637
 Gross Compacted Weight Rating (GCWR): 750 lb./cu. yd.
 Chassis Wheelbase: 232 in.
 Cab-to-Axle Dimension: 165 in.
 Gross Vehicle Weight Rating: 62,000 lbs.
 Make & Model of Body: PAK MOR RDG 125-9-14
 Capacity of Body (excluding loading hopper): 25 cu. yds.
 Capacity of Loading Hopper: .8 cu. yds. & .9 cu. yd.
Gauges of Body Steel:
 Top: 11GA High Tensile
 Sides: 11GA High Tensile
 Floor: 10GA High Tensile
 Access Door Size: 30" L x 30" W
 Capacity of Hydraulic Reservoir: 70 gal.
 Packing Blade Compaction Force: 24,249 & 38,288 p.s.i.
 Packing Cylinder Diameter: 4-1/2"
 Front Axle: Make & Model: Dana Spicer I-200W
 Capacity: 20,000 lbs.
 Rear Axle: Make & Model: Dana Spicer D46
 Capacity: 46,000 lbs.
 Spring Capacities & Ground:
 Front: 20,000 lbs
 Rear Main: 46,000 lbs
 Frame:
 Section Modulus: 31.72 cubic inches
 Yield Strength: 120,000 p.s.i.
 Resisting Bending Moment: 3,806,400 in. lbs.
 Radial Ply Tires Size:
 Front: 425/65Rx22.5
 Rear: 11R22.5.5
 Load Range:
 Front: 20 ply
 Rear: 16 ply
 Automatic Transmission:
 Make & Model: Allison 3000RDS w/PTO Provision
 Number of Forward Speeds: 5
 Fuel Tank Capacity: 80 gals.
 Brake Size: 16.5" x 7.0"
 Compressor Size: 13.2 C.F.M.
 Diesel Engine: Make & Model: International Maxx Force 10
 HP & Torque: 310 & 1050 lb/ft
 Alternator Capacity: 110 amps.
 Battery Capacity: 1850 C.C.A.

CONTRACTOR, ITEM 2A: INTERNATIONAL TRUCK AND ENGINE CORP.

DISCOUNT ON OPTIONS: 10%

(continued)

<u>Item</u> <u>No.</u>	<u>Item Description</u>	<u>Unit</u> <u>Price</u>
2B.	Truck, Refuse Collection, Dual Chamber rear loading, 9 cu. yd./14 cu. yd. capacity.	\$166,814.00

Delivery: 180 Days A/R/O
 Make & Model of Cab-Chassis: Sterling L-Line 7500
 Gross Compacted Weight Rating (GCWR): 750 lb./cu. yd.
 Chassis Wheelbase: 229 in.
 Cab-to-Axle Dimension: 165 in.
 Gross Vehicle Weight Rating: 64,000 lbs.
 Make & Model of Body: PAK MOR RDG 100
 Capacity of Body (excluding loading hopper): 25 cu. yds.
 Capacity of Loading Hopper: .8 cu. yds. & .9 cu. yd.
Gauges of Body Steel:

Top: 11GA High Tensile
 Sides: 11GA High Tensile
 Floor: 10GA High Tensile

Access Door Size: 30" L x 30" W
 Capacity of Hydraulic Reservoir: 70 gal.
 Packing Blade Compaction Force: 24,249 & 38,288 p.s.i.
 Packing Cylinder Diameter: 4-1/2"
 Front Axle: Make & Model: Meritor MFS20-133A
 Capacity: 20,000 lbs.
 Rear Axle: Make & Model: Meritor RT-44-145
 Capacity: 46,000 lbs.
 Spring Capacities & Ground:
 Front: 20,000 lbs
 Rear Main: 46,000 lbs
 Frame:
 Section Modulus: 21.60 cubic inches
 Yield Strength: 120,000 p.s.i.
 Resisting Bending Moment: 2,590,000 in. lbs.
 Radial Ply Tires Size:
 Front: 425/65Rx22.5
 Rear: 11R22.5
 Load Range:
 Front: 18 ply
 Rear: 16 ply
 Automatic Transmission:
 Make & Model: Allison 3000RDS w/PTO Provision
 Number of Forward Speeds: 5
 Fuel Tank Capacity: 80 gals.
 Brake Size: 16.5" x 6" / 16.5" x 7"
 Compressor Size: 18.7 C.F.M.
 Diesel Engine: Make & Model: Cummins ISC
 HP & Torque: 315 & 1000 lb/ft
 Alternator Capacity: 160 amps.
 Battery Capacity: 1850 C.C.A.

CONTRACTOR, ITEM 2B: TRACEY ROAD EQUIPMENT

DISCOUNT ON OPTIONS: 10%

(continued)

<u>Item</u> <u>No.</u>	<u>Item Description</u>	<u>Unit</u> <u>Price</u>
2C.	Truck, Refuse Collection, Dual Chamber rear loading, 9 cu. yd./14 cu. yd. capacity.	\$195,517.00

Delivery: 240 Days A/R/O
 Make & Model of Cab-Chassis: Freightliner M2-112
 Gross Compacted Weight Rating (GCWR): 800 lb./cu. yd.
 Chassis Wheelbase: 228 in.
 Cab-to-Axle Dimension: 162 in.
 Gross Vehicle Weight Rating: 64,000 lbs.
 Make & Model of Body: Heil Formula 4060
 Capacity of Body (excluding loading hopper): 25 cu. yds.
 Capacity of Loading Hopper: 1.1 cu. yds. & 1.5 cu. yd.
Gauges of Body Steel:
 Top: 11GA High Tensile
 Sides: 11GA High Tensile
 Floor: 8GA High Tensile
 Access Door Size: 34" L x 34" W
 Capacity of Hydraulic Reservoir: 54 gal.
 Packing Blade Compaction Force: 63,800 p.s.i.
 Packing Cylinder Diameter: 4"
 Front Axle: Make & Model: Meritor MFS-20-133A
 Capacity: 20,000 lbs.
 Rear Axle: Make & Model: Meritor RT-44-145
 Capacity: 44,000 lbs.
 Spring Capacities & Ground:
 Front: 20,000 lbs
 Rear Main: 46,000 lbs
 Frame:
 Section Modulus: 26.80 cubic inches
 Yield Strength: 120,000 p.s.i.
 Resisting Bending Moment: 3,217,200 in. lbs.
 Radial Ply Tires Size:
 Front: 425/65Rx22.5
 Rear: 11R22.5
 Load Range:
 Front: 20 ply
 Rear: 14 ply
 Automatic Transmission:
 Make & Model: Allison 4000RDS w/PTO Provision
 Number of Forward Speeds: 6
 Fuel Tank Capacity: 80 gals.
 Brake Size: 16.5" x 6"
 Compressor Size: 15.5 C.F.M.
 Diesel Engine: Make & Model: Mercedes-Benz MBE 4000
 HP & Torque: 350 & 1350 lb/ft
 Alternator Capacity: 160 amps.
 Battery Capacity: 2280 C.C.A.

CONTRACTOR, ITEM 2C: FLEET MAINTENANCE, INC.

DISCOUNT ON OPTIONS: 15%

(continued)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
3A.	Truck, Refuse Collection, rear loading, 20 cu. yd. capacity.	\$94,467.00
	<u>Price Additional Option:</u> Hydraulic Can Tipper	\$ 3,735.00
	<u>Price Additional Option:</u> Second Hydraulic Can Tipper on same truck.	\$ 4,546.00

Delivery: 180 Days A/R/O
 Make & Model of Cab-Chassis: International 7300 SFA 4x2 SA515
 Units Compaction Density: 600 lb./cu. yd.
 Gross Compacted Weight Rating (GCWR): 12,000 lbs.
 Cab-to-Axle Dimensions: 138 in.
 Gross Vehicle Weight Rating: 35,000 lbs.
 Make & Model of Body: New Way Viper 20RL
 Capacity of Body (excluding loading hopper): 20 cu. yds.
 Capacity of Loading Hopper: 3 cu. yd.
Gauges of Body Steel:
 Top: 10GA High Tensile
 Sides: 10GA High Tensile
 Floor: 10GA High Tensile
 Access Door Size: 28" L x 24" W
 Hopper Body and Floor Packing Blade: 1/4 inch High Tensile
 Capacity of Overhead Winch: 9,000 lbs.
 Packing Blade Compaction Force: 45,263 p.s.i.
 Packing Cylinder Diameter: 5"
 Make & Model of Can Tipper: Boss Slenderline - 501S
 Capacity of Hydraulic Reservoir: 45 gal.
Diesel Engine: Make & Model: International Maxx Force DT
 HP & Torque: 210hp & 560 lb. ft.
 Alternator Capacity: 110 amps
 Battery Capacity: 1,850 C.C.A.
 Automatic Transmission: Make & Model: Allison 3500-RDS-P
 Number of Forward Speeds: 5
Front Axle: Make & Model: Dana Spicer I-120W
 Capacity: 12,000 lbs.
Rear Axle: Make & Model: Dana Spicer S23-170
 Capacity: 23,000 lbs.
 Frame:
 Section Modulus: 17.79 cubic inches
 Yield Strength: 120,000 p.s.i.
 Resisting Bending Moment: 2,134,800 in. lbs.
Radial Ply Tires: Size: 11R22.5
 Load Range: 14
 Fuel Tank Capacity: 50 gals.
 Brake Size: 16.5" x 7.0"
 Compressor Size: 13.2 C.F.M.

CONTRACTOR, ITEM 3A: INTERNATIONAL TRUCK AND ENGINE CORP.

DISCOUNT ON OPTIONS: 10%

(continued)

GROUP 40534 - REFUSE AND RECYCLABLES COLLECTION TRUCKS AWARD PAGE 10
(Statewide)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
3B.	Truck, Refuse Collection, rear loading, 20 cu. yd. capacity.	\$99,105.00
	<u>Price Additional Option:</u> Hydraulic Can Tipper	\$ 3,550.00
	<u>Price Additional Option:</u> Second Hydraulic Can Tipper on same truck.	\$ 2,900.00

Delivery: 180 Days A/R/O
 Make & Model of Cab-Chassis: Sterling Acterra
 Units Compaction Density: 750 lb./cu. yd.
 Gross Compacted Weight Rating (GCWR): 15,000 lbs.
 Cab-to-Axle Dimensions: 138 in.
 Gross Vehicle Weight Rating: 35,000 lbs.
 Make & Model of Body: PakMor R100B
 Capacity of Body (excluding loading hopper): 20 cu. yds.
 Capacity of Loading Hopper: 2.05 cu. yd.
Gauges of Body Steel:
 Top: 11GA High Tensile
 Sides: 11GA High Tensile
 Floor: 10GA High Tensile
 Access Door Size: 30" L x 30" W
 Hopper Body and Floor Packing Blade: 1/4 inch High Tensile
 Capacity of Overhead Winch: 8,000 lbs.
 Packing Blade Compaction Force: 45,236 p.s.i.
 Packing Cylinder Diameter: 4"
 Make & Model of Can Tipper: Boss Slenderline - 501S
 Capacity of Hydraulic Reservoir: 50 gal.
Diesel Engine: Make & Model: Mercedes-Benz MBE900
 HP & Torque: 210hp & 520 lb. ft.
 Alternator Capacity: 160 amps
 Battery Capacity: 1,850 C.C.A.
 Automatic Transmission: Make & Model: Allison 3500-RDS w/PTO Provision
 Number of Forward Speeds: 5
Front Axle: Make & Model: Meritor MFS 12-143A
 Capacity: 12,000 lbs.
Rear Axle: Make & Model: Alliance ARS-23.0-4
 Capacity: 23,000 lbs.
 Frame:
 Section Modulus: 17.21 cubic inches
 Yield Strength: 80,000 p.s.i.
 Resisting Bending Moment: 1,376,800 in. lbs.
Radial Ply Tires: Size: 11R22.5
 Load Range: 14
 Fuel Tank Capacity: 50 gals.
 Brake Size: 16.5" x 5" Front/16.5" x 7" rear
 Compressor Size: 15.5 C.F.M.

CONTRACTOR, ITEM 3B: TRACEY ROAD EQUIPMENT

DISCOUNT ON OPTIONS: 10%

(continued)

GROUP 40534 - REFUSE AND RECYCLABLES COLLECTION TRUCKS AWARD PAGE 11
(Statewide)

Item No.	<u>Item Description</u>	Unit Price
4A.	Truck, Refuse Collection, rear loading 25 cu. yd. capacity.	\$122,151.00
	<u>Price Additional Option:</u> Hydraulic Can Tipper	\$ 3,900.00
	<u>Price Additional Option:</u> Second Hydraulic Can Tipper on same truck.	\$ 2,900.00

Delivery: 180 Days A/R/O
 Make & Model of Cab-Chassis: Sterling LT7500
 Units Compaction Density: 1,000 lb./cu. yd.
 Gross Compacted Weight Rating (GCWR): 25,000 lbs.
 Cab-to-Axle Dimension: 156-162 in.
 Gross Vehicle Weight Rating: 64,000 lbs.
 Make & Model of Body: E-Z Pack G 300 C-25
 Capacity of Body (excluding loading hopper): 25 cu. yd.
 Capacity of Loading Hopper: 3.0 cu. yds.
Gauges of Body Steel:
 Top: 10GA High Tensile
 Sides: 7GA High Tensile
 Floor: 7GA
 Access Door Size: 34" L x 29" W
 Hopper Body Floor and Packing Blade: 1/2 ins. high tensile steel
 Capacity of Overhead Winch: 10,000 lbs.
Packing Blade: Compaction Force: 99,000 p.s.i.
Packing Cylinder Diameter: 5-1/2"
 Make & Model of Can Tipper: Q.C. Lifters - RS100 Rotary
 Capacity of Hydraulic Reservoir: 37 gal.
Diesel Engine: Make & Model: Cummins ISC
 HP & Torque: 315HP & 1000 lb/ft
 Alternator Capacity: 160 amps
 Battery Capacity: 1,850 C.C.A.
 Automatic Transmission: Make & Model: Allison 3000 RDS w/PTO Provision
 Number of Forward Speeds: 6
Front Axle: Make & Model: Meritor MFS-20-133A
 Capacity: 20,000 lbs.
Rear Axle: Make & Model: Meritor RT 45-145
 Capacity: 44,000 lbs.
Frame: Section Modulus: 31.00 cubic inches
 Yield Strength: 120,000 p.s.i.
 Resisting Bending Moment: 3,715,200 in. lbs.
 Brake Size: 16.5 x 6
 Compressor Rate: 18.7 C.F.M.
Radial Ply Tires: Size:
 Front: 425/65R22.5
 Rear: 11/R22.5
 Load Range: Front: 20 ply Rear: 14 ply
 Fuel Tank Capacity: 50 gals.

CONTRACTOR, ITEM 4A: FLEET MAINTENANCE, INC.

DISCOUNT ON OPTIONS: 15%

(continued)

GROUP 40534 - REFUSE AND RECYCLABLES COLLECTION TRUCKS AWARD PAGE 12
(Statewide)

Item	Unit
<u>No.</u> <u>Item Description</u>	<u>Price</u>
4B. Truck, Refuse Collection, rear loading 25 cu. yd. capacity.	\$138,369.00
<u>Price Additional Option:</u> Hydraulic Can Tipper	\$ 3,900.00
<u>Price Additional Option:</u> Second Hydraulic Can Tipper on same truck.	\$ 2,900.00

Delivery: 180 Days A/R/O
 Make & Model of Cab-Chassis: Freight Liner M2-112
 Units Compaction Density: 1,000 lb./cu. yd.
 Gross Compacted Weight Rating (GCWR): 25,000 lbs.
 Cab-to-Axle Dimension: 156-162 in.
 Gross Vehicle Weight Rating: 64,000 lbs.
 Make & Model of Body: E-Z Pack G-300 C-25
 Capacity of Body (excluding loading hopper): 25 cu. yd.
 Capacity of Loading Hopper: 3.0 cu. yds.
Gauges of Body Steel:
 Top: 10GA High Tensile
 Sides: 7GA High Tensile
 Floor: 7GA
 Access Door Size: 34" L x 29" W
 Hopper Body Floor and Packing Blade: 1/4 ins. high tensile steel
 Capacity of Overhead Winch: 10,000 lbs.
Packing Blade: Compaction Force: 99,000 lbs.
Packing Cylinder Diameter: 5-1/2"
 Make & Model of Can Tipper: Q.C. Lifters RS100 Rotary
 Capacity of Hydraulic Reservoir: 37 gal.
Diesel Engine: Make & Model: Mercedes-Benz MBE4000
 HP & Torque: 350HP & 1350 lb/ft
 Alternator Capacity: 160 amps
 Battery Capacity: 2,280 C.C.A.
 Automatic Transmission: Make & Model: Allison 4000 RDS w/PTO Provision
 Number of Forward Speeds: 6
Front Axle: Make & Model: Meritor MFS-20-133A
 Capacity: 20,000 lbs.
Rear Axle: Make & Model: Meritor RT 44-145
 Capacity: 44,000 lbs.
Frame: Section Modulus: 26.80 cubic inches
 Yield Strength: 120,000 p.s.i.
 Resisting Bending Moment: 3,217,200 in. lbs.
 Brake Size: 16.5 x 6.0
 Compressor Rate: 15.5 C.F.M.
Radial Ply Tires: Size:
 Front: 425/65R22.5
 Rear: 11/R22.5
 Load Range: Front: 20 ply Rear: 14 ply
 Fuel Tank Capacity: 50 gals.

CONTRACTOR, ITEM 4B: FLEET MAINTENANCE, INC.

DISCOUNT ON OPTIONS: 15%

(continued)

GROUP 40534 - REFUSE AND RECYCLABLES COLLECTION TRUCKS AWARD PAGE 13
(Statewide)

Item No.	<u>Item Description</u>	Unit Price
4C.	Truck, Refuse Collection, rear loading 25 cu. yd. capacity.	\$140,128.00
	<u>Price Additional Option:</u> Hydraulic Can Tipper	\$ 3,550.00
	<u>Price Additional Option:</u> Second Hydraulic Can Tipper on same truck.	\$ 2,900.00

Delivery: 180 Days A/R/O
 Make & Model of Cab-Chassis: International 7600 SBA 6x4 SF647
 Units Compaction Density: 1,000 lb./cu. yd.
 Gross Compacted Weight Rating (GCWR): 25,000 lbs.
 Cab-to-Axle Dimension: 160 in.
 Gross Vehicle Weight Rating: 66,000 lbs.
 Make & Model of Body: PakMor RHC 225B
 Capacity of Body (excluding loading hopper): 25 cu. yd.
 Capacity of Loading Hopper: 2.8 cu. yds.
Gauges of Body Steel:
 Top: 11GA High Tensile
 Sides: 11GA High Tensile
 Floor: 10GA
 Access Door Size: 30" L x 30" W
 Hopper Body Floor and Packing Blade: 1/4 ins. high tensile steel
 Capacity of Overhead Winch: 8,000 lbs.
Packing Blade: Compaction Force: 72,649 p.s.i.
Packing Cylinder Diameter: 5"
 Make & Model of Can Tipper: Boss Slenderline
 Capacity of Hydraulic Reservoir: 50 gal.
Diesel Engine: Make & Model: Cummins ISM 320V
 HP & Torque: 310HP & 1150 lb/ft
 Alternator Capacity: 145 amps
 Battery Capacity: 1,850 C.C.A.
 Automatic Transmission: Make & Model: Allison 4000 RDS-P
 Number of Forward Speeds: 5
Front Axle: Make & Model: Dana Spicer I-200W
 Capacity: 20,000 lbs.
Rear Axle: Make & Model: Dana Spicer R46-170H
 Capacity: 46,000 lbs.
Frame: Section Modulus: 31.72 cubic inches
 Yield Strength: 120,000 p.s.i.
 Resisting Bending Moment: 3,806,400 in. lbs.
 Brake Size: 16.5 x 7.0
 Compressor Rate: 18.7 C.F.M.
Radial Ply Tires: Size:
 Front: 425/65R22.5
 Rear: 11/R22.5
 Load Range: Front: 20 ply Rear: 14 ply
 Fuel Tank Capacity: 70 gals.

CONTRACTOR, ITEM 4C: INTERNATIONAL TRUCK AND ENGINE CORP.

DISCOUNT ON OPTIONS: 10%

(continued)

GROUP 40534 - REFUSE AND RECYCLABLES COLLECTION TRUCKS AWARD PAGE 14
(Statewide)

Item No.	<u>Item Description</u>	Unit Price
5.	CNG Powered Refuse Collection Truck, rear loading 25 cu. yd. capacity.	\$231,195.00
	<u>Price Additional Option:</u> Hydraulic Can Tipper	\$ 3,632.00
	<u>Price Additional Option:</u> Second Hydraulic Can Tipper on same truck.	\$ 3,874.00

Delivery: 270 Days A/R/O
 Make & Model of Cab-Chassis: Autocar ACX64
 Units Compaction Density: 1,000 lb./cu. yd.
 Gross Compacted Weight Rating (GCWR): 25,000 lbs.
 Cab-to-Axle Dimension: 184 in.
 Gross Vehicle Weight Rating: 64,000 lbs.
 Make & Model of Body: McNeilus Heavy Duty Rear Loader
 Capacity of Body (excluding loading hopper): 25 cu. yd.
 Capacity of Loading Hopper: 3 cu. yds.
Gauges of Body Steel:
 Top: 10GA High Tensile
 Sides: 10GA High Tensile
 Floor: 10GA
 Access Door Size: 29" L x 24" W
 Hopper Body Floor and Packing Blade: 1-1/4 ins. high tensile steel
 Capacity of Overhead Winch: 12,000 lbs.
Packing Blade: Compaction Force: 2,450 p.s.i.
Packing Cylinder Diameter: 7-1/2"
 Make & Model of Can Tipper: McNeilus SSPII
 Capacity of Hydraulic Reservoir: 50 gal.
Diesel Engine: Make & Model: Cummins Westport 1 SLG
 HP & Torque: 320HP & 1000 lb/ft
 Alternator Capacity: 200 amps
 Battery Capacity: 2,250 C.C.A.
 Automatic Transmission: Make & Model: Allison 4500 RDS
 Number of Forward Speeds: 6
Front Axle: Make & Model: Meritor MFS
 Capacity: 20,000 lbs.
Rear Axle: Make & Model: Meritor RT 44-145
 Capacity: 44,000 lbs.
Frame: Section Modulus: 35.17 cubic inches
 Yield Strength: 120,000 p.s.i.
 Resisting Bending Moment: 2,850,000 in. lbs.
 Brake Size: 16.5 x 7.0
 Compressor Rate: 18.7 C.F.M.
Radial Ply Tires: Size:
 Front: 425/65R22.5
 Rear: 425/11R22.5
 Load Range: Front: 20 ply Rear: 16 ply
 Fuel Tank Capacity: 75 (in diesel gallons equivalent)

CONTRACTOR, ITEM 5: HALLAHAN TRUCK SALES, INC.

DISCOUNT ON OPTIONS: 5%

(continued)

Item

No. Item Description

6. Truck, Refuse Collection,
Pack/Eject Front Loading,
40 cu. yd. capacity.

NO AWARD

(continued)

GROUP 40534 - REFUSE AND RECYCLABLES COLLECTION TRUCKS AWARD PAGE 18
(Statewide)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
8B.	Truck, Recyclable Refuse Collection, side dumping.	\$94,510.00

Delivery: 200 Days A/R/O
Make & Model of Cab-Chassis: Ford F650
Chassis Wheelbase: 242 in.
Cab-to-Axle Dimension: 168 in.
Gross Vehicle Weight Rating: 28,580 lbs.
Make & Model of Body: Kahn Side Dump
Make & Model of PTO: Chelsea Hot Shift 271
Make & Model of Hydraulic Pump: Chelsea Commercial P20
Capacity of Hydraulic Reservoir: 15 gal.
Total Capacity of Body: 25.7 cu. yds.
Capacity of each Container/Section: 6.5, 6.5, 2.8, 3.4, 6.5 cu. yds.
Gauges of Body Aluminum or Steel: Top: 16 High Tensile
Sides: 16 High Tensile
Floor: 12 High Tensile
Diesel Engine: Make & Model: Cummins 6.7L
HP & Torque: 200/520
Alternator Capacity: 130 amps
Battery Capacity: 1,250 C.C.A.
Automatic Transmission: Make & Model: Allison 2500-RDS
Number of Forward Speeds: 5
Front Axle: Make & Model: International
Capacity: 10,000 lbs.
Rear Axle: Make & Model: Dana Spicer 19060S
Capacity: 19,000 lbs.
Radial Ply Tires: Size: 245/70Rx19.5
Load Range: 16

CONTRACTOR, ITEM 8B: WICKER FORD, INC.

DISCOUNT ON OPTIONS: 10%

(continued)

GROUP 40534 - REFUSE AND RECYCLABLES COLLECTION TRUCKS AWARD PAGE 19
(Statewide)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
9A.	Truck, Recyclable Refuse Collection, rear dump.	\$75,285.00
	Optional Hard Roof	\$ 2,062.00
	Optional Steps	\$ 2,148.00

Delivery: 180 days A/R/O
Make & Model of Cab-Chassis: International 4300M7 LP 4x2 MH065
Chassis Wheelbase: 236 in.
Cab-to-Axle Dimension: 168.9 in.
Gross Vehicle Weight Rating: 25,500 lbs.
Make & Model of Body: Kahn Versa Haul
Make & Model of PTO: Chelsea Hot Shift 271
Make & Model of Hydraulic Pump: Chelsea Commercial P20
Capacity of Hydraulic Reservoir: 10 gal.
Diesel Engine: Make & Model: International Maxx Force 7
HP & Torque: 200/560
Alternator Capacity: 110 amps
Battery Capacity: 1,100 C.C.A.
Automatic Transmission: Make & Model: Allison 2100 RDS-P
Number of Forward Speed: 5
Front Axle: Make & Model: Dana Spicer D800-F
Capacity: 8000 lbs.
Rear Axle: Make & Model: Dana Spicer 17060S
Capacity: 17,500 lbs.
Radial Ply Tires: Size: 10Rx22.5
Load Range: 12

CONTRACTOR, ITEM 9A: INTERNATIONAL TRUCK AND ENGINE CORP.

DISCOUNT ON OPTIONS: 10%

(continued)

GROUP 40534 - REFUSE AND RECYCLABLES COLLECTION TRUCKS AWARD PAGE 20
(Statewide)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
9B.	Truck, Recyclable Refuse Collection, rear dump.	\$76,209.00
	Optional Hard Roof	\$ 1,035.00
	Optional Steps	\$ 1,905.00

Delivery: 200 days A/R/O
Make & Model of Cab-Chassis: Ford F650
Chassis Wheelbase: 242 in.
Cab-to-Axle Dimension: 168 in.
Gross Vehicle Weight Rating: 28,588 lbs.
Make & Model of Body: Kahn Versa Haul
Make & Model of PTO: Chelsea Hot Shift 271
Make & Model of Hydraulic Pump: Chelsea Commercial P20
Capacity of Hydraulic Reservoir: 10 gal.
Diesel Engine: Make & Model: Cummings 6.7L
HP & Torque: 200/520
Alternator Capacity: 130 amps
Battery Capacity: 1,250 C.C.A.
Automatic Transmission: Make & Model: Allison 2500 RDS
Number of Forward Speed: 5
Front Axle: Make & Model: International
Capacity: 10,000 lbs.
Rear Axle: Make & Model: Dana Spicer 19060S
Capacity: 19,000 lbs.
Radial Ply Tires: Size: 245/70Rx19.5
Load Range: 16

CONTRACTOR, ITEM 9B: WICKER FORD, INC.

DISCOUNT ON OPTIONS: 10%

(continued)

GROUP 40534 - REFUSE AND RECYCLABLES COLLECTION TRUCKS AWARD PAGE 21
(Statewide)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
9C.	Truck, Recyclable Refuse Collection, rear dump.	\$83,612.00
	Optional Hard Roof	\$ 2,062.00
	Optional Steps	\$ 2,148.00

Delivery: 180 days A/R/O
Make & Model of Cab-Chassis: Sterling Acterra
Chassis Wheelbase: 236 in.
Cab-to-Axle Dimension: 168 in.
Gross Vehicle Weight Rating: 25,500 lbs.
Make & Model of Body: Kahn Versa Haul Commingler
Make & Model of PTO: Chelsea 271
Make & Model of Hydraulic Pump: Williams P20
Capacity of Hydraulic Reservoir: 7.5 gal.
Diesel Engine: Make & Model: Mercedes 900
HP & Torque: 190/520
Alternator Capacity: 160 amps
Battery Capacity: 1,850 C.C.A.
Automatic Transmission: Make & Model: Allison 2500 RDS
Number of Forward Speed: 5
Front Axle: Make & Model: Alliance AF8.0-3
Capacity: 8000 lbs.
Rear Axle: Make & Model: Alliance ARS 17.5-2
Capacity: 17,500 lbs.
Radial Ply Tires: Size: 11Rx22.5
Load Range: 14

CONTRACTOR, ITEM 9C: TRACEY ROAD EQUIPMENT

DISCOUNT ON OPTIONS: 10%

(continued)

REQUEST FOR CHANGE:

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

CONTRACT PAYMENTS:

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

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

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

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

ELECTRONIC PAYMENTS:

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

NOTE TO CONTRACTOR:

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.

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).

(continued)

DELIVERY:

General - Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order (ARO). Product is required as soon as possible.

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. (SEE ALSO SEPARATE CLAUSE ON "PURCHASE ORDERS AND INVOICES".)

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.

Delivery Condition - Vehicle must be delivered strictly in accordance with specifications and shall be "Ready for Use", and/or as requested by the purchaser. If vehicle is delivered with deviations or improper servicing, the contractor must arrange to have the necessary work done within five (5) days (exclusive of Saturdays, Sundays, and holidays) after receipt of written notification from the agency and/or the Office of General Services. Otherwise, the purchasing agency may have the corrections made at contractor's expense.

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.

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than five (5) trucks.

CONTRACT PERIOD AND RENEWALS:

The term of this contract shall be for a period of two years, as stated on the face of this Contract Award Notification.

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.

Price Adjustment - Prices quoted are to be firm through June 1, 2009. Thereafter, price adjustment (up OR down) may be made in accordance with provisions in the "PRICE" clause. Price decreases are permitted at any time.

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.

(continued)

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

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish a report containing both state agency and authorized non-state agency contract purchases by the fifteenth of the month following the end of each six month period or termination of contract/model year availability. 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://205.232.252.35/>.

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 \$ Value</u>
					\$
				Grand Total	\$

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 Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

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.

PURCHASE ORDERS AND INVOICING:

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

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

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

(continued)

PURCHASE ORDERS AND INVOICING: (Cont'd)

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.
- 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.

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 also "Contract Billings" in Appendix B, OGS General Specifications and separate clause herein on “PURCHASE ORDERS AND INVOICING”.

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. 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).

(continued)

POOR PERFORMANCE:

Agencies should notify Procurement Services' Customer Services promptly if the contractor fails to meet the requirements of this contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the agency should also be reported to Customer Services:

Office of General Services	Tel: 518/474-6717
Procurement Services Group	Fax: 518/474-2437
Customer Services Coordination	E-mail: customer.services@ogs.state.ny.us
37th Floor Corning Tower	
Empire State Plaza	
Albany, NY 12242	

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 contractors 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. 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 "Recycled or Recovered Materials" in Appendix B, OGS General Specifications.

SERVICE:

Service by authorized representatives of the vehicle and equipment manufacturers must be available within New York State. Prior to delivery, each vehicle shall be completely serviced by the contractor or by an authorized dealer of the manufacturer in a modern, properly equipped service shop in New York State. Service shall include not less than the following: Lubrication; wash; engine tune-up; wheel alignment; New York State Inspection; body condition and all other checks and adjustments required for proper and complete servicing of a new vehicle. Particular attention shall be given to door alignment, weather stripping, hardware, paint condition and tagging of cooling system. It shall be the contractor's responsibility to insure at that time that all components and accessories specified have been properly installed.

ACKNOWLEDGEMENT OF ORDERS:

Contractors will be required to send an acknowledgement of orders received to the ordering agency within five days after receipt of order.

MANUALS:

One copy of operation, maintenance and parts manuals pertaining to the body and related equipment shall be delivered to the agency with the unit.

The operational and maintenance manual(s) shall be complete and comprehensive describing in detail the location and function of each operating part of the body, the hydraulic system and the controls and shall describe step by step procedures for operation, maintenance, adjustment and replacement of these parts.

The parts book shall list by manufacturer's part number nomenclature, and exploded views with reference numbers as necessary, each component and part of the body, hydraulic system and controls to enable the using agency to order correctly any parts desired.

(continued)

MANUALS: (Cont'd)

The cab-chassis shall be provided with one copy of a line setting ticket, bill of materials or similar document listing all major cab-chassis components in such a manner to permit direct identification as to size, capacity and part number as shown in the manufacturer's standard service manual and/or parts list.

INSTRUCTION:

The contractor shall provide the services of a factory trained technician for a period of not less than one full working day, at a date and time mutually agreeable to the vendor and the agency, to train agency's personnel in the operation and maintenance of the unit.

BODY SHEET METAL:

Drilled or punched holes in the cab, body, fenders, or other sheet metal shall be filled and finished equal to the surrounding area.

REGULATIONS:

Equipment shall conform to all Federal, State and Local Laws, including OSHA Safety & Noise level standards, and EPA emissions regulations in effect at the time of delivery.

(continued)

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

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

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

* * * * *

(continued)