

**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 41300 - SELF-PROPELLED PAVEMENT ROLLER W/TRAILERS (DOT)
Award Number	:	00457
Contract Period	:	As Specified
Bid Opening Date	:	September 13, 2000
Date of Issue	:	October 4, 2000
Specification Reference:		As Incorporated in the Invitation for Bids

Address Inquiries To:

Name : Beverly L. Moore
Title : Purchasing Officer I
Phone : 518-474-3856
Fax : 518-474-8676
E-mail : beverly.moore@ogs.state.ny.us

Description

This contract is for self-propelled, dual roll rider-type articulated vibratory pavement roller w/trailer, for use by the Department of Transportation only.

PR #00457

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC57052	ALBANY LADDER CO. 1586 Central Avenue Albany, NY 12205	518-869-5335, ext. 16 Mr. Richard Harrigan Fax: 518-869-0588 E-Mail: rharrigan@alc.n-e-s.com Web: www.albanyladder.com	311490949

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

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

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

NOTE TO AGENCY:

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

NOTE TO ALL CONTRACT USERS:

The terms and conditions of the solicitation which apply to the award appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

PRICE:

Price includes all customs duties and charges and is net, F.O.B. destination (5 units) NYS Dept. of Transportation, Equipment Management Shop, 5450 South Bay Road, N. Syracuse, NY 13212, and (1 unit) NYS Dept. of Transportation, Equipment Management Shop, 4717 SW Blvd, Hamburg, NY 14075 including unloading and complete factory or dealer preparation of units.

<u>ITEM #1A</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>
SELF-PROPELLED, DUAL ROLL RIDER-TYPE ARTICULATED VIBRATORY PAVEMENT ROLLER, as described below.	6 Each	\$10,332

Make and Model of Roller: Wacker RD11A
Engine Make and Model: Honda GX610V Twin
Engine H.P.: 18 H.P.
Drive Train: Hydrostatic
Operating Speed: 4.7 mph
Dry Weight: 2,145 Pounds
Unit Size: 81.6"L x 39.5"W x 60"H
Wheel Base: 81.6 Inches
Diameter of Rollers: 22 Inches
Width of Rollers: 35.4 Inches
Vibration Frequency: 3,900 VPM
Centrifugal Force: 3,000 Pounds
Side Curb Height Clearance: 15.3 Inches
Vertical Wall Clearance: 1.9 Inches
Water Tank Capacity: 40 Gallons
Fuel Tank: 6.5 Gallons
Delivery: 28 Days A/R/O

<u>ITEM #1B</u>	<u>Quantity</u>	<u>Unit Price</u>
TRAILER DECK AND RAMP as described below.	6	\$2,795

Make and Model of Trailer: Cross Country 48CRT
Delivery: 28 Days A/R/O

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. 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 No., description of product, 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.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, they 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.

NOTE TO CONTRACTOR:

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

If a purchase order is not received from the agency listed within two weeks after receipt of this award, the contractor should contact the agency directly requesting the submission of a purchase order. The Agency contact person is Mr. Frank Bonesteel, who can be reached at 518-457-2875.

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.

DELIVERY:

Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible.

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

DELIVERY CONDITION:

Equipment shall be delivered in accordance with specifications. If delivered with deviations, improper servicing, inefficient performance, contractor must arrange to have the necessary work done within 96 hours (exclusive of Saturdays, Sundays and Holidays) after receipt of written notification to contractor. Otherwise, the purchaser may have the corrections made at contractor's expense. Delivery shall be coordinated with agency Regional Equipment Management.

WARRANTIES:

See "Warranties" and "Year 2000 Warranty" in Appendix B, OGS General Specifications.

GUARANTEE:

The contractor guarantees that the equipment offered is standard new equipment (or re-manufactured to meet new specifications), latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one (1) year unless otherwise specified. If, during this period, such faults develop, the unit or part affected is to be replaced without any cost to the State including any charges for parts and labor.

Where accessories are to be supplied, they must be compatible with the rest of the equipment.

WARRANTY SUMMARY CARD:

In addition to the usual warranty documents provided with a vehicle, the contractor shall provide a quick reference, laminated "WARRANTY COVERAGE SUMMARY" card for the unit. The card shall be nominally four (4") inches by eight (8") inches and shall have waterproof laminate on both sides of the card. The card shall not delaminate, crack, fray, discolor, or otherwise deteriorate throughout the warranty coverage period of all components listed thereon. If necessary, information may be printed on both sides of the card (front & back).

The card shall contain a condensed summary of all warranty coverage being provided on the vehicle, in addition to stating the State's required - one year guarantee on all provided/contracted units and components thereof. This summary shall include standard and extended warranty coverage. It shall include the contractor's warranty/ies and all of the subcontractor's (component manufacturer's) warranty/ies which are incorporated as part of this solicitation's contract.

The information summarized shall include but not be limited to: Name of the vendor/manufacturer providing the respective coverage, an alphabetical list of component/s which have warranty coverage, and terms & length [i.e., standard (one year or better) and extended warranty] of the respective coverage being provided. Subcontractor and component OEM warranty/ies shall be included on the card with all data listed in a like format.

The format and conditions listed on the card shall be reviewed at the pre-production meeting required elsewhere herein. During the pilot model inspection, the card's content & format will be reviewed and final recommendations on its acceptability will be made. The contractor shall submit the card's final text (proof), in triplicate, to DOT's designated representative for authorization to produce the cards. Two (2) copies per unit shall be supplied.

EQUIPMENT:

Full equipment with all appurtenances, complete and ready for operation shall be furnished and delivered. All parts which are not specifically mentioned shall conform to the best practice known to the trade in strength quality of material and workmanship. Where any part is not described, it shall be understood that what is usually provided in the manufacturer's stock model shall be furnished.

SERVICE:

Prior to delivery, each unit shall be completely serviced by the contractor in his own shop, or in a shop in New York State of an authorized dealer of the manufacturer.

REGULATIONS

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

SUB-CONTRACTORS:

Should any portion of the complete unit be installed by other than the roller manufacturer, the bidder shall indicate in the Invitation for Bids which states the name of sub-contractors performing such installation and the location of their plants. Sub-contractors shall meet the approval of the Office of General Services; otherwise, the bid may not be considered.

PAYMENT:

The Agency will process each voucher in full provided each unit is in full compliance with these specifications. However, if poor workmanship or other deviations from the specifications exist, the Agency may withhold up to 10% of the unit price until contractor has made all the necessary corrections.

TRAINING:

The contractor shall provide the services of a qualified factory technician for a period of not less than one full working day at each delivery point to train agency personnel in the operation and comprehensive maintenance/repair of the equipment, including a review for the use of the parts and service manuals. All manuals and material shall be available at initial training program. The training program and material shall be coordinated through the agency's central office. The program shall include separate sessions for both operators and mechanics. Note: One copy of any video taped training programs (VHS format) normally available from the manufacturer covering all or any part of the equipment will be forwarded to the agency Main Office and each delivery location.

PRE-PRODUCTION MEETING:

Subsequent to a contract award, a meeting may be held between the contractor (manufacturer's representatives) and appropriate State personnel for the purpose of reviewing the specifications to insure against any misunderstandings or improper interpretations.

The contractor shall advise the State of all design changes including component style or performance changes which their offer has undergone since their last delivery and/or offer on previous solicitations/contracts.

PRE-DELIVERY INSPECTION:

The unit shall be produced and presented for inspection at the manufacturer's plant, vendor's place of business or the delivery point (State's option). Upon request, the manufacturer shall have available at the time of the inspection, all weights, scales, equipment, supplies and personnel necessary to demonstrate compliance with these specifications in accordance with applicable SAE definitions and test methods. A certificate of compliance by the manufacturer, complete with appropriate documentation, may be accepted in lieu of the SAE Standards test. The unit must be fully prepared for inspection in accordance with these specifications. Cost of subsequent inspections required because the unit has not been properly prepared for inspection may be charged to the contractor.

REGULATIONS:

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

LABELS:

All gauges, switches and control devices shall be labeled. The labels shall be permanently fastened (via metallic screws or rivets). Labels shall be engraved laminated bi-color (solid color throughout each layer) plastic, engraved plastic with recessed contrasting colorant, or a stamped/engraved metallic type. Label shall be mounted in close proximity to its respective control device and be readily visible to the operator. Label shall concisely identify device being controlled. The label's direction indicators shall be cognizant/comparable to intended action of the control mechanism and the component being controlled (i.e., back/down movement of control mechanism causes lowering of the component, or forward lever action moving component inward, while pulling lever back moves component out; or forward on the control tilts while back on the control tilts component back, etc.)

MANUALS & DATA CHARTS:

The following manuals and data charts shall be delivered with the unit.

NOTE: All Manuals are to be published in English. Multilingual publications may be accepted only if all necessary text, descriptions and instructions are written in English. Draft copies of the Service, Parts and Operators Manuals are to be presented for review at the Pilot Model Inspection. The Manuals will be approved or returned for correction within ten (10) working days of the Pilot Model Inspection.

OPERATORS:

A manual covering the operation of the unit, and all of its components shall be provided. It shall be designed to teach the untrained operator. Four (4) copies per unit shall be supplied.

SERVICE MANUAL:

A manual describing major shop repair and minor maintenance of all components of the unit shall be provided. It shall include coded electrical, water and hydraulic system schematics. Two (2) copies per unit shall be supplied.

PARTS MANUAL:

A complete listing, by part number, of all parts for all components of the unit. The manual shall include exploded views of major components. Two (2) copies per unit shall be supplied. In addition, copies to be printed on 4" x 6" microfiche applicable to a 24x or 48x system and/or computer diskette.

SERVICE LABOR TIME STANDARDS:

The manufacturer's service labor time standards (average mechanic's labor time estimate/s for respective types of repairs) shall be delivered to the Purchasing Agency for each type of unit. Two (2) copies per delivery location shall be supplied.

LUBRICATION:

All lube points shall be readily accessible. A complete detailed permanent non-corrosive metal or sealed in plastic lube chart shall be affixed to each unit which will indicate all lube points, the type of lubricant and the manufacturer's recommended lubrication schedule.

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

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

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

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

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

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

CONTRACTOR

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

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

OGS PROCUREMENT SERVICES GROUP
Customer Services, Room 3711
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
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