

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>

SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

Title	:	Group 39101 - PALLET/FORKLIFT TRUCKS, ELECTRIC & LPG (Statewide)
Award Number	:	01117-G (Replaces 11694-G)
Contract Period	:	September 1, 2001 to August 31, 2002
Bid Opening Date	:	May 17, 2001
Date of Issue	:	November 26, 2001
Specification Reference:		SPEC-861 dated April 18, 2001

Address Inquiries To:

All State Agencies	Non-State Agencies
Name : William A. Macey Title : Purchasing Officer I Phone : 518-402-5438 Fax : 518-474-8676 E-mail : bill.macey@ogs.state.ny.us	Name : Judy Gibbons Title : Purchase Coordinator Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

Description

<p>Forklift Trucks and Pallet Trucks for handling agency supplies and inventory.</p>
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PR #01117-T

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC58645 SB	UNITED SERVICES GP INC. 46 Sager Drive Rochester, NY 14607	716-473-4820 Mr. Anthony Deeo Fax: 716-473-6212	161591143

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 any point in New York State as designated by the ordering agency including unloading, moving to point of use, uncrating, assembling, adjusting and leaving ready to operate to the full extent of its design capabilities.

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

Acceptance of NYS Procurement Card

United Services Gp, Inc. has stated that they will accept the NYS Procurement Card for orders up to \$2,500.00. However, no additional discount for purchases made with the NYS Procurement Card will be allowed.

(continued)

<u>Item</u> <u>No.</u>	<u>Item</u>	<u>Unit</u> <u>Price</u>
5.	Fork Lift Truck, 5000 lb. capacity, LPG powered, as described below.	\$15,589.00
<u>Option</u>		
a.	Triplex Mast 85"L/ 185"R/ 63"FL	\$ 1,650.00

Manufacturer & Model Number of Truck: Heli FG50A

Load Capacity: 5,000 @ 24" L.C.

MFH: 120 in.

Tilt: 6° / 12° F & B

Rt. Angle Stack: 106 in. + load

Lift Speed [loaded]: 108 FPM

Travel Speed [loaded]: 12 MHP

Mast Height [lowered]: 83 in.

Turning Radius: 88 in.

Length [to fork face] x width: 100.6 x 45

Ground Clearance: 6.7 in.

Forks: 42 x 5 Lg. & Width

Gradeability: 25% over 30 ft.

Engine: 4 cyl. 54 hp

Tires: 700 x 12 Drive 600 x 9 Steer

Delivery: 30 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.

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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.

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) under "Non-State Agency Legal References." Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

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

DELIVERY:

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

Product is required as soon as possible.

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

CONTRACT PERIOD AND RENEWAL:

Prices or discounts are firm for the entire period of the contract. Price escalation will not be allowed.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for an additional period not to exceed twelve months.

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.

WARRANTIES:

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

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INSTRUCTION MANUALS:

Simultaneous with delivery of the first component of the product specified, 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, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information.

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:

<u>Item/ SubItem Number</u>	<u>Product Description</u> (Size, Stock No., etc.)	<u>Total Quantity Shipped</u> (To be in Units listed in the Invitation for Bids)	<u>Total \$ Value</u>
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The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the commodity group number, the Invitation for Bids number, contract number, sales period, and contractor's name.

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

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of commodities or services, the Commissioner reserves the right to obtain such commodities 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 commodities or services procured from other sources pursuant to this paragraph.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the product(s) 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 product(s) from sources other than the contractor provided that such product(s) are substantially similar in function, form or utility to the product(s) 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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**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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