

Group 40451– Award 22737
Light Duty Vehicles Including Law Enforcement
(Model Year 2014 or Current Model Year)

HOW TO USE THE CONTRACTS

PROCUREMENT RECORD

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, 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 which should include:

- a. a statement of need and associated requirements,
- b. obtaining all necessary prior approvals,
- c. a summary of the contract alternatives considered for the purchase,
- d. the reason(s) supporting the resulting purchase (e.g., show that 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

Pricing for each Item is listed in the vehicle catalog, which can be accessed from the Award summary page, <http://www.ogs.ny.gov/purchase/spg/awards/4045122737CAN.HTM>, by following the “Vehicle Catalog” link. The Unit Price, Option Discount (OEM and Non-OEM), and Pickup Credit, is listed at the top of the price page for each Item. The Contractor shall offer each Item with all the Vehicle Base Specifications as set forth in the Vehicle Catalog.

OPTIONS

Authorized Users may purchase the vehicle awarded and choose to have Options, accessories, equipment, features, products, etc., (hereafter referred to as “Options”) added or deleted. Such Options will generally be considered OEM, but may be from other suppliers that the OEM may utilize and/or may be considered part of the OEM’s standard line of products for the vehicle involved. The Options would normally be readily available from the “factory” when the OEM is building the vehicle and would normally be expected to be listed in the OEM’s offering of Options. Such Options would be expected to be listed in vehicle publications such as the “PC Car Book”.

Non-OEM Option Providers, if any, are listed on the Contractor Information page, which can be accessed by following the “Contractor Information” link from the Award summary page, <http://www.ogs.ny.gov/purchase/spg/awards/4045122737CAN.HTM>, and following the “Contractor Information” link for each Contractor.

A. DELETIONS

It is anticipated that Authorized Users may delete Options that have been required by the solicitation’s specifications for the base vehicle involved. Contractors will be required to honor all such deletions.

When an Option is being deleted, the Contractor must give the Authorized User proof of the Contractor’s full cost (invoice price from OEM) of the Option, as shown in the PC Car Book. If the Option is not in the PC Car Book, the Contractor must provide documentation showing the Contractor’s cost for the Option.

Any deletion must clearly be shown on invoice and clearly show cost deduction.

B. ADDITIONS

It is anticipated that Authorized Users may add Options above and beyond that which have been required by the solicitation's specifications for the vehicle involved. Contractor shall be required to honor all such additions.

When an Option is being added, the Contractor must give the Authorized User proof of the MSRP of the Option, as shown in the PC Car Book. If the Option is not in the PC Car Book, the Contractor must provide documentation showing the Contractor's price for the Option from the vendor's catalog.

The percent discount for Options shall be applied to the MSRP to yield a Contract price for the Option. The Contract price for OEM Options shall include any and all labor, installation, fittings, connections, etc., that might be needed to attach the Option to the vehicle so that the Option operates to the Option's full design capabilities; there shall be no additional up-charges, fees, etc., for adding OEM Options. If an Option for the vehicle is from a Non-OEM provider the Contractor may add normal, published labor rates, to install such Option and, labor shall not be more than what is charged to the public at large.

If the Contractor sells an Option, OEM or Non-OEM, to the public at large with pricing that is lower than the application of the Contract discount from the MSRP, then the price that is charged to the public at large shall be charged to Authorized Users. This shall be clearly shown on the invoice as a "Special Value" or by some other phrase or identifying designation.

PURCHASE ORDERS AND INVOICING

General - All orders and invoices/vouchers shall include the contract number and a line by line listing of separate charges. All matters pertaining to registration and licensing of a vehicle are the responsibility of the ordering Authorized User.

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

- a. The name of the OEM or Non-OEM provider, number and date of the price list;
- b. Product description;
- c. Product code/manufacturer number;
- d. Full MSRP for each product/Option/accessory;
- e. NYS discount as applicable;
- f. Liquidated damages, if any;
- g. Calculation of NYS net contract price; and
- h. Specific designation of special price which may be better than the NYS net Contract price.

Invoices - Authorized Users are instructed not to process invoices that do not include the required information set forth below. Invoices must be detailed and include in the body of the invoice or an attachment to the invoice **all** of the following items. Failure to comply may result in lengthy payment delays.

Invoices shall include, at a minimum, the following information:

- a. Contract Number;
- b. Purchase Order Number;
- c. Contract Item Number;
- d. Factory Invoice Price;
- e. Dealer Discount;
- f. Manufacturer's Bid Assistance;
- g. Line item breakdown of all charges;
- h. Breakdown of Liquidated Damages (see Contract Section III.9.6 *Liquidated Damages*);
- i. If Options are purchased, they must be listed separately, line by line on the same invoice as the vehicle and include the MSRP, contract discount, net price and name of the provider if non-OEM.
- j. Line item breakdown of any deletion; and
- k. Contractor's cost (invoice amount from Contractor's supplier/OEM factory) to be shown.

MSRP and Factory Invoice Verification – An Authorized User may verify Factory Invoice and MSRP information, especially for Options. Websites with Factory Invoice and MSRP information include:

Edmunds:	http://www.edmunds.com/ and http://www.edmunds.com/new/index.html
Kelly Blue Book:	http://www.kbb.com/ and http://www.kbb.com/kb/ki.dll/ke.kb.sp?kbb&&newCars:slp
Intelli Choice:	http://www.intellichoice.com/
NADA:	http://www.nadaguides.com/ and http://www.nadaguides.com/autohome2.aspx?Lnk=1&wSec=10&wPr=0&wPg=2111
Yahoo:	http://autos.yahoo.com/

It is strongly advised that all contract users FOLLOW-UP WITH THE CONTRACTOR after submitting their purchase order, whether it was submitted by mail, electronically or by fax. This is to insure that the contractor received and placed your order.

Upon receipt of your vehicle and processing payment, be sure to audit your invoice to ensure that correctly discounted option pricing was used. If itemized pricing is not included in your invoice, please contact the NYSPRO Contact Person listed on summary page of this Award. The Authorized User is accountable and responsible for compliance with the requirements of public procurement processes.

State agencies must forward a copy of each vehicle purchase order to NYS OGS Risk, Insurance and Fleet Management in order to facilitate the issuance of an OGS-Issued State identification number. Each vehicle on the Purchase Order must also identify if the agency is obtaining state or street plates. Purchase Orders can be faxed, e-mailed, or mailed to:

NYS Office of General Services
Risk, Insurance and Fleet Management
Bldg. #18, State Campus
Albany, NY 12226
Fax: 518-457-7263 - E-mail: fleet.admin@ogs.ny.gov

CONTRACT PAYMENTS

Payments cannot be processed by Authorized Users until the vehicles have been delivered and accepted in accordance with Contract Section III.9 *Delivery*. Payment will be based on any invoice used in the Contractor's normal course of business. However, such invoice must contain all requirements listed above under *Purchase Orders and Invoicing*, including description of the vehicles as well as vendor identification number.

Authorized Users that are State Agencies are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All Authorized Users 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.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT

Purchases of the products included in the Contract are subject to the "OGS or Less" provisions of State Finance Law § 163(3)(a)(v). This means that State agencies can purchase products from sources other than the Contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the state contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or less" flexibility must meet all requirements of law including, but not limited to, advertising in the new york state contract reporter, prior approval of the comptroller's office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to procurement council bulletin "OGS or less purchases" for complete procedural and reporting requirements.

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 Contract Section III.8 *Price* 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. Questions regarding an organization's eligibility to purchase from New York State contracts may also be directed to OGS NYSPRO Customer Services at 518-474-6717.

POOR PERFORMANCE

Authorized Users should notify NYSPRO 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 Authorized User should also be reported to Customer Services:

Office of General Services
New York State Procurement
Customer Services Coordination
38th Floor Corning Tower
Empire State Plaza
Albany, NY 12242

Tel: 518-474-6717
Fax: 518-474-2437
E-mail: customer.services@ogs.ny.gov

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