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 41000 – MATERIAL SPREADERS (Highway Sanding) (Statewide)** **Classification Code: 25**
Award Number	:	**21206** **(Replaces Award 20718)**
Contract Period	:	**May 1, 2008 to June 30, 2012**
Bid Opening Date	:	**February 12, 2008**
Date of Issue	:	**April 4, 2008** **(Revised April 11, 2011)**
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 : Dawn Curley Title : Purchasing Officer 1 Phone : 518-474-2802 Fax : 518-474-8676 E-mail : Dawn.curley@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 the purchase of material spreaders for highway salting/sanding.

PR # 21206

(continued)

NOTE: See individual contract items to determine actual awardees.

CONTRACT #	CONTRACTOR & ADDRESS	TELEPHONE #	FED.IDENT.#
PC63863	AIR-FLO MANUFACTURING CO., INC. 40 South Main Street Prattsburg, NY 14873	607/522-3574 Mr. Steve Andersen Fax: 607/522-4412 E mail: steve@air-flo.com Web: www.air-flo.com	160757910
PC63865	HENDERSON PRODUCTS, INC. 1085 South 3rd Street Manchester, IA 52057	800/359-4970 563/927-7267 Ms. Janet Tobin Fax: 563/927-2521 E mail: jtobin@henderson-mfg.com	271184835
PC63867	ROBERT GREEN TRUCK DIVISION, INC. PO Box 8002 Rock Hill, NY 12775	800/598-8782 845/794-0300 Mr. E. David Goodstein Fax: 845/794-0295 E mail: right2edge@yahoo.com	141777967

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.

PROCUREMENT LOBBYING TERMINATION:

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the contractor in accordance with the written notification terms of this contract.

(continued)

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated June 2006, attached hereto, is hereby expressly made a part of this document.

APPENDIX B:

Appendix B, Office of General Services General Specifications, dated July 2006, attached hereto, is hereby expressly made a part of this Document and shall govern any situations not covered by this Document or Appendix A.

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.

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 tailgate delivery.

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

(continued)

ACCEPTANCE OF NEW YORK STATE PROCUREMENT CARD FOR ORDERS UP TO $15,000:
The following contractors have agreed to accept the New York State procurement card for orders up to $15,000. However, no additional discount will be given for purchases made with the card.

- General Welding & Fabricating, Inc.
- Henderson Manufacturing, Inc.

Item	Description	Price Each
1A.	8' Material Spreader (with Integral Gasoline Engine), minimum 1.7 cu. yd. capacity, as described herein.	$2,912.00

Manufacturer: Henderson Manufacturing, Inc.
Model: FSP2-mild
Cubic Yard Capacity: 2.0 CY
Delivery: 90 Days A/R/O

CONTRACTOR, ITEM 1A: HENDERSON MANUFACTURING, INC.

1B.	8' Material Spreader (with Integral Gasoline Engine) Type 304 stainless steel, minimum 1.7 cu. yd. capacity, as described herein.	$3,978.00

Manufacturer: Air-Flo Manufacturing Co., Inc.
Model: PSV-8T
Cubic Yard Capacity: 1.7 CY
Delivery: 60 Days A/R/O

CONTRACTOR, ITEM 1B: AIR-FLO MANUFACTURING COMPANY, INC.

1C.	8' Material Spreader (with Dual Electric Motors) Type 304 stainless steel Minimum 1.7 cu. yd. capacity, as described herein.	$4,282.00

Manufacturer: Air-Flo Manufacturing Co., Inc.
Model: PSV-8L
Cubic Yard Capacity: 1.7 CY
Delivery: 60 Days A/R/O

CONTRACTOR, ITEM 1C: AIR-FLO MANUFACTURING COMPANY, INC.

(continued)

Item	Description	Price Each
2A.	3 Cubic Yard Material Spreader (with Integral Gasoline Engine), as described herein.	$3,850.00

Manufacturer: Henderson Manufacturing, Inc.
Model: FSM8-mild
Cubic Yard Capacity: 3 CY
Delivery: 90 Days A/R/O

CONTRACTOR, ITEM 2A: HENDERSON MANUFACTURING, INC.

Item	Description	Price Each
2B.	3 Cubic Yard Material Spreader (with Integral Gasoline Engine), Type 304 stainless steel, as described herein.	$6,273.50

Manufacturer: Henderson Manufacturing, Inc.
Model: FSM8-304SS
Cubic Yard Capacity: 3 CY
Delivery: 90 Days A/R/O

CONTRACTOR, ITEM 2B: HENDERSON MANUFACTURING, INC.

3A.	10' Self-Contained 4.5 cu. yd. spreader, as described herein.	$4,111.45

Manufacturer: Henderson Manufacturing, Inc.
Model: FSM10-mild
Cubic Yard Capacity 4.5 CY
Delivery: 90 Days A/R/O

CONTRACTOR, ITEM 3A: HENDERSON MANUFACTURING, INC.

3B.	10' Self-Contained 4.5 cu. yd. spreader, type 304 stainless steel, as described herein.	$6,817.15

Manufacturer: Henderson Manufacturing, Inc.
Model: FSM10-304SS
Cubic Yard Capacity: 4.5 CY
Delivery: 90 Days A/R/O

CONTRACTOR, ITEM 3B: HENDERSON MANUFACTURING, INC.

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Item	Description	Price Each
4A.	10' Hydraulic Spreader, minimum 5.6 cu. yd. capacity, as described herein.	$5,255.00

Manufacturer: Monroe
Model: MV-120-84-56, MS
Cubic Yard Capacity: 6.5
Delivery: 90 Days A/R/O

CONTRACTOR, ITEM 4A: ITEM IS NO LONGER AVAILABLE.

4B.	10' Hydraulic Spreader, minimum 5.6 cu. yd. capacity, type 304 stainless steel, as described herein.	$9,195.00

Manufacturer: Swenson
Model: EV100-10 x 50 SS
Cubic Yard Capacity: 5.6
Delivery: 90 Days A/R/O

CONTRACTOR, ITEM 4B: ROBERT GREEN TRUCK DIVISION, INC.

5A. 8' Poly Electric Spreader, as described in Detailed Specifications.

Manufacturer: Buyers Products $3,149.00
Model: SHPE 2000
Cubic Yard Capacity: 2.0 CY
Delivery: 30 Days A/R/O

CONTRACTOR, ITEMS 5A: ITEM ONLY AVAILABLE UNTIL 6/30/11.

5B. 7-1/2" Poly Electric Spreader, as described herein. $2,796.00

Manufacturer: Buyers Products
Model: SHPE 1500
Cubic Yard Capacity: 1.5 CY
Delivery: 30 Days A/R/O

CONTRACTOR, ITEMS 5B: ITEM ONLY AVAILABLE UNTIL 6/30/11.

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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). 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.

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.

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 RENEWALS:

Prices are firm for the entire period of the contract. Price escalation will <u>not</u> be allowed. Price decreases are permitted at any time.

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.

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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.

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:

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.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.

INSTRUCTION MANUALS:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, 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, if applicable.

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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. 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:

Item/ SubItem Number	Product or Catalog Number	Product/ Service Description	Total Quantity Shipped to State Agencies	Total Quantity Shipped to Authorized Non-State Agencies	Total $ Value
					$
				Grand Total	$

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

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

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the “Law”). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law (“NYECL”) it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (“BART”) and ultra low sulfur diesel fuel (“ULSD”). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

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DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW): (Cont'd)

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

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).

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

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

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

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

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

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

CONTRACTOR

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

Comments:_____

_____

_____(over)

Agency:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

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

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