
Group 30310 – Award 23123
Vehicle and Equipment Parts and Related Product (Statewide)

HOW TO USE THE CONTRACTS

SCOPE

This Award includes contracts that provide Authorized Users with the ability to purchase the following:

Lot 1 – Light Duty Vehicle Parts

This Lot includes a Contractor's broad range of Parts for multiple Light Duty Vehicle OEMs (e.g., Ford, GM, FCA, etc.). The Contractors offer both Commonly Stocked Parts and Direct Order Parts, and are not excluded from offering Heavy Duty Vehicle and Heavy Equipment Parts.

Lot 2 – Heavy Duty Vehicle and Heavy Equipment Parts

This Lot includes Parts for Heavy Duty Vehicles and Heavy Equipment. The Contractor offers both Commonly Stocked Parts and Direct Order Parts for multiple Heavy Duty Vehicle and Heavy Equipment OEMs (e.g. Caterpillar, Case, John Deere, Mack, Navistar, Henderson, etc.)

Related Product

The scope of Lot 1 and Lot 2 includes Related Product. Examples of Related Product include, but are not limited to the following:

1. Consumables and supplies that shall be used for Vehicle or Heavy Equipment maintenance or repair, but are not required for the continued operation of a Vehicle or Heavy Equipment (e.g., cleanser, polish, sponges, towels, chamois, wax, paint, enamels, and touch-up liquids);
2. Supplies, tools and equipment that shall be used in the operation of the facility where Vehicles or Heavy Equipment are repaired, or to install or service Parts, but are not required for the continued operation of a Vehicle or Heavy Equipment (e.g., tool storage containers, janitorial/cleaning supplies, power tools, battery charger, wheel balancers);
3. Acceptance of used Parts (also known as "cores") for remanufacturing purposes;
4. Short-term rental of Parts and equipment;
5. Inventory stocking programs, including the stocking of Parts owned by the Contractor at the Authorized User location, but not billed to the Authorized User until used;
6. Technician training for Parts installation;
7. Software directly related to Parts (e.g. inventory management); and
8. Online Parts inventory and management that includes, but is not limited to online Parts lookup, ordering, pricing verification, and the ability to track inventory.

Excluded Products

The following Products are excluded from the scope of the Contract:

1. Services that are not directly related to Parts;
2. Used Parts (this exclusion does not include Remanufactured Parts);
3. Tires; and
4. On-site staffing of a Parts room at the Authorized Users' location(s).

PROCUREMENT INSTRUCTIONS

Authorized Users should follow the following procurement instructions when purchasing from the Contracts.

- A. 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 statement of need and associated requirements;
 - Obtaining all necessary prior approvals;
 - A summary of the Contract alternatives considered for the purchase; and
 - 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).
- B. The Contracts were issued under a multiple award structure. Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State. Awarded Contractors' Product offerings, Contract and pricing information are posted to the OGS website at <https://online.ogs.ny.gov/purchase/spg/awards/3031023123CAN.HTM>. The Authorized User shall review the Contract prices, and shall procure Products that best meet their form, function, and utility requirements.

PRICING

Pricing documents for each Contractor are linked from the Contractor Information page for Award 23123 on the OGS website at:

<HTTPS://ONLINE.OGS.NY.GOV/PURCHASE/SPG/AWARDS/3031023123CAN.HTM>.

- A. **MINIMUM ORDER.** There are no minimum order quantities under the Contracts
- B. **PRICE AND DISCOUNTS.** Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User.

DELIVERY

Standard delivery shall be provided at no additional charge. Additional charges for an emergency or rush delivery may be made with prior approval from the Authorized User. Such Emergency or rush shipping charges shall be at or below the rates charged in the Contractor's normal course of business, and shall be added to the invoice as a separate line item. In the event an emergency or rush delivery is required as the result of a Contractor's error, all shipping cost shall be paid by the Contractor.

Contractor shall be required to deliver Parts and Related Product anywhere within NYS boundaries, at the location and time designated by the Authorized User on the Purchase Order, or by other mutual agreement. Delivery shall not be made at a time or location not previously agreed upon by the Authorized User. The Contractor shall work with the Authorized User to establish a regular delivery schedule, if requested. The Contractor shall also offer emergency delivery outside the Authorized Users' standard business hours, and "over-the-counter" service, in accordance with its standard business practices. The following terms and conditions apply to Delivery:

Commonly Stocked

All in-stock Commonly Stocked Parts must be delivered within timeframes equal to or shorter than the Contractor's standard commercial delivery practices, which shall be set forth on the Contractor's dedicated NYS Contract website. If the Part is out of stock, or delivery time is expected to exceed twenty-four (24) hours (excluding days the Contractor Location is closed for business), the Contractor must notify the Authorized User at the time of order, and provide an anticipated delivery timeframe.

Direct Order

The Contractor shall provide the Authorized User with an anticipated delivery date for Direct Order Parts at the time of order. If the anticipated delivery date cannot be provided by the Contractor at the time of the acknowledgement of order, then the Contractor shall provide the Authorized User with a reasonable explanation for not providing a date, and shall provide the anticipated delivery date at the time it becomes known to the Contractor (e.g., when the date is provided by the Part OEM or its Distributor).

PRODUCT RETURNS & EXCHANGES

Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within 10 business days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

MANDATORY PARTICIPATION IN THE eMARKETPLACE

All Contractors must participate in the NYS eMarketplace, a website where all Authorized Users of New York State centralized contracts can shop for products from centralized contracts and Preferred Sources. The eMarketplace may not be functional for the first several months of the Contract term. Additional information may be found at: <https://ogs.ny.gov/procurement/emarketplace>.

INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

Contractors offering Commonly Stocked Parts shall establish and maintain, at Contractor's sole expense, a dedicated NYS Contract website with online shopping capabilities, for use by Authorized Users Statewide. Directions and assistance in using the website in general must be available at the website. The NYS website shall contain a web-based ordering system with the capability of integrating with the NYS eMarketplace.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT

Purchases of the commodities included in the Contracts 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 commodities herein and are:

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

State agencies are reminded that the Contractor must be provided 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.

ACCOUNT SETUP

Authorized users should contact the respective contractor for information regarding their individual Account Setup procedures. The respective contractors' contact information can be accessed by following the "Contractor Information" link on the Award summary page at <https://online.ogs.ny.gov/purchase/spg/awards/3031023123CAN.HTM>.

PURCHASE ORDERS AND INVOICING

All orders and invoices/vouchers shall 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 an item is purchased from a price list:

- a. The name of the Manufacturer, number and date of the price list;
- b. Item description;
- c. Product code/manufacturer number;
- d. Full Price for each item;
- e. NYS discount as applicable;
- f. Calculation of NYS net contract price; and
- g. Specific designation of special price which may be better than the NYS 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. Lot number;
- d. Item List Price (for Commonly Stocked Parts) or Item OEM Invoice Price (for Direct Order Parts);
- e. NYS Discount Percentage (for Commonly Stocked Parts) or NYS Cost-Plus Percentage (for Direct Order Parts);
- f. Item contract price;
- g. Core charge (if applicable); and
- h. Line item breakdown of all contract items invoiced.

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 order and processing payment, be sure to audit your invoice to ensure that correctly discounted pricing was used. If itemized pricing is not included in your invoice, please contact the OGS Contact Person listed on the face of this Award. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes.

CONTRACT PAYMENTS

Payments cannot be processed by Authorized Users until the orders have been delivered and accepted in accordance with Section 2.12, *Product Delivery*. Payment will be based on any invoice used in the Contractor's normal course of business. However, such invoice must contain all requirements in contract Section 2.11 *Invoicing and Payment*, Appendix B Amendments, including description of the orders as well as NYS 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.

Authorized Users other than State Agencies 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

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 "Pricing" 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 (<https://www.ogs.state.ny.us/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Service's Customer Services at 518-474-6717.

POOR PERFORMANCE

Authorized Users should notify New York State Procurement's 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
E-mail: customer.services@ogs.ny.gov

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