

**GROUP 30600 – AWARD PGB-23359  
TIRES, TUBES, AND SERVICES (STATEWIDE)**

**HOW TO USE**

**INTRODUCTION:**

This document provides information for Authorized Users on how to use the Contracts under Group # 30600 Award PGB-23359 for Tires, Tubes, and Services. The purpose of Award PGB-23359 is to provide Authorized Users with a means of acquiring full lines of tires, tubes, and related services including but not limited to those within the following subcategories: Pursuit and Performance Tires, Automobile/Passenger Vehicles, Light Duty Trucks: Radial and Bias, Medium Commercial/Heavy Duty Trucks /Buses, Off-the Road OTR and Low Speed Off Highway Tires: Radial and Bias, Agriculture/Farm: Radial and Bias, Industrial, Specialty Tires, Electric Vehicle EV Tires, and Retread Tires – Optional Service.

**PIGGYBACK CONTRACT:**

Group # 30600 Award PGB-23359 includes “piggyback” contracts made between OGS and the Contractors (see the “Award Document” page linked from <https://ogs.ny.gov/award-23359>). The terms and conditions of the Piggyback Contracts (see the “Contractor Information” page linked from <https://ogs.ny.gov/award-23359>) shall supersede any conflicting terms and conditions set forth in the Master 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:

1. A statement of need and associated requirements,
2. Obtaining all necessary prior approvals,
3. A summary of the contract alternatives considered for the purchase,
4. 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 LIST:**

The Piggyback Contract price list shall be the same as the Master Contract price list in effect.

New York State Contract discounts are listed on the “Price List” pages linked from the “Contractor Information Summary” page located. The Contractor’s price list may be obtained by visiting the main webpage for this award at <https://ogs.ny.gov/award-23359>, clicking on “Contractor Information” (which will open the Contractor Information Summary Page), then by clicking the “Pricing Information” link towards the right of each Contractor’s name. Authorized Users can also locate pricing information by contacting the Contractor’s Centralized Contract Contact.

## **REQUEST FOR QUOTE:**

Authorized Users are hereby instructed that it is required that they issue a request for quote to all Contractors that offer the type of tire, tube, and/or service that meets their form, function, and utility.

## **PRICE AND DISCOUNTS:**

### **Price:**

The price for Product shall either be at the agreed-upon discounts and service rates listed in Attachment 1 – *Pricing*, or at a price that is more advantageous to the Authorized User.

Any discounts, pricing or Products offered on the OGS Piggyback Contract or included on an Authorized User invoice must be set forth within the Master Contract Price list or in another Master Contract document and shall be disclosed to and agreed upon in advance by Authorized User. Furthermore, certain Authorized Users may be exempt from, or have statutory caps on, certain tire recycle and disposal fees that Contractor may charge on the Master Contract (including, but not limited to, the Waste Tire Management and Recycling Fee found in § 27-1913 of the NYS Environmental Conservation Law). Such Authorized Users with statutory caps will only pay the Contractor's proposed fees on the Master Contract or statutory price, whichever is lower. Please see the following resources for more information:

- Laws of NY, Chapter 43-B Environmental Conservation, Article 27:  
<https://www.nysenate.gov/legislation/laws/ENV/A27>.
- Department of Taxation and Finance Waste tire management fee website:  
<https://www.tax.ny.gov/bus/tire/wtm.htm>.

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.

In the alternative, shipping costs from the shipping point may be added to the invoice for the product, with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. Contractor shall provide the Authorized User with an estimate of shipping charges prior to placement of an order. All such orders shall be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the Purchase Order by the Authorized User.

### **Waste Management Disposal Fees, Tire Disposal Fees, and/or Bulk Disposal Fees:**

In concurrence with New York State and/or local legislation, rules, and regulations, Authorized Users may be subject to Waste Management Disposal Fees, Tire Disposal Fees, and/or Bulk Disposal fees under this award. When permitted or required by New York State and/or local legislation, rules, and regulations, these fees may be charged to the Authorized User who is purchasing or disposing of a tire. The amounts charged for these fees shall equal the amount dictated by New York State and/or local legislation, rules, and regulations. Neither the Contractor nor their Resellers may add an additional cost to these fees.

As per Laws of NY, Chapter 43-B Environmental Conservation, Article 27 (<https://www.nysenate.gov/legislation/laws/ENV/A27T19>) and Department of Taxation and Finance (<https://www.tax.ny.gov/bus/tire/wtm.htm>) a Waste Management Disposal Fee may be charged at the time a tire is purchased. Purchasers that are exempt from the fee, or purchasing tires for resale, must fill out Form MT-171, Waste Tire Management Fee Exempt Purchase Certificate and give it to the seller. See Tax Bulletin Exemption Certificates for Sales Tax (TB-ST-240) for information about who may use exemption certificates and how to use them properly.

Tire Disposal Fees and/or Bulk Disposal Fees may be charged at the time a tire is disposed of. These fees may be charged by the county and/or municipality the disposal occurs in. These fees may be affected by variables such as the size of the tire. Authorized Users are encouraged to educate

themselves about the legislation, rules, and regulations that cover the location where they wish to dispose a tire, including any additional costs they may be responsible for.

**Discounts:**

Appendix B *Prompt Payments*, applies to this Piggyback Contract. Article 11-A of the State Finance Law requires payments to small businesses to be made within 15 days if the conditions set forth therein are met.

The Federal Prompt Payment Act (or any other law governing payment terms incorporated in the Master Contract) does not apply to the Piggyback Contract regardless of customer.

Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Master Contract will also be included in this Piggyback Contract.

**"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:**

Purchases of the Products included in the Piggyback 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 Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

**OVERLAPPING CONTRACT PRODUCTS:**

Products/services available under this Piggyback Contract may also be available from other New York State contracts. Authorized Users will be advised to select the most cost-effective procurement alternative that meets their program requirements, and to document the basis for this selection in the procurement record.

**PURCHASE ORDERS / ORDERING:**

Purchase Orders shall be made in accordance with the terms set forth in Appendix B *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

**MINIMUM ORDER:**

If the Master Contract contains minimum order quantities or values, Contractor may elect to honor orders for less than the minimum order.

If the Master Contract does not contain minimum order quantities or values, then there are no minimum order quantities under this Piggyback Contract.

**PRODUCT DELIVERY:**

Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Unless otherwise agreed to by the Authorized User and Contractor, delivery shall be made within ninety (90) calendar days after receipt of a Purchase Order by the Contractor. The decision of the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. If compliance with the delivery time schedule is a material term of the Contract, failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

**PRODUCT RETURNS AND EXCHANGES:**

In addition to the provisions of Appendix B *Title and Risk of Loss, Product Substitution, and Rejected Product*, 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.

Authorized Users should work through the point of sale to process returns and/or exchanges when possible.

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

New York State political subdivisions and others authorized by New York State law may participate in Centralized 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 Appendix B *Participation in Centralized Contracts*. 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 (<https://online.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

**POOR PERFORMANCE:**

Authorized Users should notify OGS Procurement, 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](mailto:customer.services@ogs.ny.gov)

For non-urgent matters, Authorized Users can also provide reviews via Procurated at <https://go.procurated.com/new-york/>.