

# Group 40523 – Award 23170 BUSES, TRANSIT (Adult Passenger)

## HOW TO USE THE CONTRACT

### **PROCUREMENT INSTRUCTIONS**

Authorized Users should follow the following procurement instructions when purchasing Transit Buses from the Contract(s).

- A. When utilizing the Contract, 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. Prior to issuing a Purchase Order to the Contractor, the Authorized User must submit a request for Contract use to NYS DOT at the address below and include the Contractor name, Contract number, Lot and quantity of Transit Buses.
- New York State Department of Transportation  
Public Transportation Bureau  
50 Wolf Road, POD 54  
Albany, NY 12232  
Email address: [ptb.5310@dot.ny.gov](mailto:ptb.5310@dot.ny.gov)
- If the request for contract use is made by a state or governmental jurisdiction other than NYS, then the request must include a completed Extension of Use Approval Form (see Contract Section 2.15, *Extension of Use*) found on the OGS Transit Bus webpage:  
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/4052323170ExtensionOfUse.pdf>.
- C. Upon NYS DOT approval, Authorized Users shall issue Purchase Order(s), as described in Appendix B Section 30, *Purchase Orders*, directly to the Contractor(s), specifying the Transit Bus required and Delivery requirements.
- D. Before proceeding with their purchase, Authorized Users are advised to arrange a pre-production meeting with the Contractor(s) in order to ensure complete and accurate understanding of the Transit Bus specifications, and delivery requirements, that are required by the Authorized User.
- E. Upon Authorized User acceptance of Transit Buses itemized on the Purchase Order, Contractor(s) shall invoice the Authorized User for the Transit Buses, and accordingly, Authorized User shall arrange for payment.
- F. The Contractor is advised that Authorized User personnel shall not be authorized to obligate or bind the respective entity to contractual terms and conditions; therefore, there shall be no obligation to execute any Contractor documents that are not set forth in the Contract. See also Appendix B Section 30, *Purchase Orders*.
- G. New York State and Ford Motor Company have reached an understanding regarding Ford's FIN Code requirements. For further information, please contact Ford Motor Company Government Account Manager, Daniel Mazurek by telephone at 313-407-2973 or via email at [dmazure1@ford.com](mailto:dmazure1@ford.com).

**PRICE**

Pricing for Transit Buses to be provided under the Contract shall be subject to the terms and conditions in this Section.

**BASE ITEM UNIT PRICE**

The Base Item Unit Price Shall include any OEM fees, all customs duties and charges, all Transit Bus preparation and clean-up charges, NYS DMV and NYS DOT inspection, installation charges, delivery and all other incidentals normally included with providing a Transit Bus under the Contract. Pursuant to Appendix B Section 33, *Shipping/Receipt of Product*, freight terms are F.O.B. Destination.

**OPTIONAL EQUIPMENT UNIT PRICE**

The Optional Equipment Unit Price Shall include any OEM fees, all customs duties and charges, all preparation and clean-up charges, installation charges, delivery and all other incidentals normally included with providing the Optional Equipment under the Contract.

Contractor Must offer Optional Equipment sold under the Contract at the Optional Equipment Unit Price that was bid. The Optional Equipment Unit Price is based on adding to or deleting the Optional Equipment from the Base Item and the applicable Base Item Unit Price.

**CONTRACT PRICELIST**

The Contract Pricelist Shall be made available to Authorized Users and posted publicly on the OGS website, and Shall include at a minimum, the Make(s), Model(s), Model Code(s), estimated Delivery time (After Receipt of Order (“ARO”)), Base Item Unit Price(s), Optional Equipment Unit Prices, and configuration of the Base Item and associated Optional Equipment, which have been approved by Procurement Services for inclusion in the Contract.

Notwithstanding the foregoing, where an Authorized User does not have the capability to access Contract information electronically, it Shall be the Contractor’s responsibility, upon Authorized User request, to furnish, without charge, Contract Pricelists pursuant to the Contract, to Authorized Users who request them. Contract Pricelists May be furnished to Authorized Users in either hard-copy or electronic format. If available in both formats, they Shall be furnished in the format preferred by the requesting Authorized User. Upon request, the Contractor Shall assist Authorized Users in the use of Contract Pricelists.

In order to receive approval for additions and deletions of Product from the Contract Pricelist, the Contractor Must submit a completed Contract Modification Form (see Appendix C - *Contract Modification Procedure*) and to the Procurement Services Contract administrator. If approved, Procurement Services Shall notify the Contractor in writing and post the revised Contract Pricelist to the OGS website.

**ORDERING**

Purchase Orders Shall be made in accordance with the terms set forth in Appendix B Section 30, *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). Further, Contractor’s issuance of an order confirmation Shall be deemed a representation to the Authorized User that the Contractor has reviewed the Purchase Order for compatibility with the item currently on Contract, has resolved any non-compatibility problems with the Authorized User, and has entered the order with the manufacturer and that the manufacturer has accepted the order and assigned an order number and anticipated build and delivery dates.

Purchase orders are to include the following information:

- A. Contract number;
- B. Contractor business name;
- C. Lot designation of the Transit Bus;
- D. Make, Model and Model Code of the Transit Bus;
- E. Optional Equipment, if applicable;
- F. Calculation of NYS Contract Price; and
- G. Specific designation of special price(s) which May be better than the NYS Contract Price.

### **INVOICING AND PAYMENT**

Invoicing and payment Shall be made in accordance with the terms set forth in Appendix B Section 45, *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice Must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields Must be included on each invoice:

- A. Contractor Name
- B. Contractor Billing Address
- C. Contractor Federal ID Number
- D. NYS Vendor ID Number
- E. Account Number
- F. NYS Contract Number
- G. Name of Authorized User indicated on the Purchase Order
- H. NYS Agency Unit ID (if applicable)
- I. Authorized User's Purchase Order Number
- J. Order Date
- K. Lot designation of the Transit Bus
- L. Make, Model and Model Code of the Transit Bus
- M. Optional Equipment, if applicable
- N. Invoice Date
- O. Invoice Number
- P. Invoice Amount
- Q. Product Descriptions
- R. Unit Price
- S. Quantity
- T. Unit of Measure
- U. Dates of Service (if applicable)
- V. Breakdown of liquidated damages, if any (see Contract Section 3.5.6, *Liquidated Damages*)

Cost centers or branch offices within an Authorized User May require separate invoicing as specified by each Authorized User. The Contractor's billing system Shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/nys-vendors>.

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

Purchases of the Products included in the Solicitation and resulting 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.

**NON-STATE AGENCIES PARTICIPATION**

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 Section 25, *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 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](mailto:customer.services@ogs.ny.gov)

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