



Office of General Services Procurement Services

Coming Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	Group 40523 – Buses, Transit (Adult Passenger) (Statewide) Classification Code(s): 25
Award Number	:	<u>23306</u> (Replaces Award 23170)
Contract Period	:	March 20, 2025 – January 20, 2027
Bid Opening Date	:	October 10, 2024
Date of Issue	:	March 20, 2025
Specification Reference	:	As Incorporated In The Contracts
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Shannon M. Prica - Kast Title : Contract Management Specialist 3 Phone : 518-473-0482 E-mail : ogs.sm.sst_auto@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

The purpose of this award is to provide Authorized Users with a means of acquiring new FTA Adult Passenger Transit Buses and associated Optional Equipment.

This Award has 0% MBE, 0% WBE and 0% SDVOB goal requirements.

PR # 23306

(continued)

4052323306ra01_25.03.20

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC70592	Coach & Equipment Bus Sales Inc 1 Keuka Business Park Penn Yann, NY 14527	315-536-2321	141844943 / 1100266238
PC70593	Fenton Mobility Products Inc 26 Center Street Randolph, NY 14722	716-484-7014	161471481 / 1000008248
PC70594	Matthews Bus Alliance Inc 4802 W Colonial Drive Orlando, FL 32808	518-390-1243	814572887 / 1100184280
PC70595	Model 1 Commercial Vehicles Inc 9225 Priority Way West Drive Indianapolis, Indiana 46240	607-738-5704	330388707 / 1100110763

Cash Discount, If Shown, Should be Given Special Attention.

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES 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 PROCUREMENT SERVICES.

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:

Procurement Services 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:

Pricing for Transit Buses to be provided under the Contract shall be subject to the terms and conditions in Contract Sections 4.3 through Section 4.8. Prices shall not be increased for the entire Contract period and any extension periods, except for the allowable price adjustments as outlined below. The Contractor may decrease prices at any time without prior approval from OGS. Price adjustments that are approved by OGS shall be communicated via email to the "Centralized Contract and Sales Contact", at the address specified in the Contract, and be announced to Authorized Users via a Contract Update memo posted on the OGS website for the Contract.

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 Attachment 1 – *Specifications and Pricing* 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, 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(s) from the Contract Pricelist, the Contractor must submit a completed Contract Modification Form (see Appendix D - *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.

Each September 15th during the Contract term, beginning September 15, 2025, the Base Item Unit Prices and Optional Equipment Unit Prices shall be updated in accordance with the Producer Price Index ("PPI") indicated below in Paragraph A, *PPI*. Contract prices are firm until September 14, 2025.

The Price Adjustment Factor shall be calculated as set forth below in Paragraph B, *Formula to Calculate Price Adjustment Factor*.

The "Latest Finalized Monthly PPI Data" as used in the "Formula to Calculate Price Adjustment Factor" means the latest finalized monthly PPI data (i.e., data that does not include a "(P)" next to the posted PPI figure) published by the U.S. Department of Labor, Bureau of Labor Statistics ("BLS") in the month of August immediately preceding the September 15th adjustment. See chart below. Historically, BLS publishes finalized monthly PPI data for the month of March during the second week of August of the same calendar year.

Adjustment Date	Latest Finalized Monthly PPI Data
September 15, 2025	Latest Finalized Monthly PPI Data posted by the BLS by August 31, 2025
September 15, 2026	Latest Finalized Monthly PPI Data posted by the BLS by August 31, 2026
September 15, 2027	Latest Finalized Monthly PPI Data posted by the BLS by August 31, 2027
September 15, 2028	Latest Finalized Monthly PPI Data posted by the BLS by August 31, 2028
September 15, 2029	Latest Finalized Monthly PPI Data posted by the BLS by August 31, 2029

The Price Adjustment Factor shall be rounded to the nearest thousandth and shall be applied to the originally awarded Base Item Unit Prices and Optional Equipment Unit Prices to yield the adjusted prices effective for all Purchase Orders issued from September 15th and continuing through September 14th of the following

4052323306ra01_25.03.20

calendar year. Each dollar amount may be increased from, decreased from, or remain the same as the previous values.

The State reserves the right to modify or correct miscalculations or errors in the PPI Price Adjustment as set forth in this Section.

- A. PPI
Series ID: WPU141302
Not Seasonally Adjusted
Group: Transportation Equipment
Item: Completed Vehicles on Purchased Chassis
(Web access: <http://data.bls.gov/timeseries/WPU141302>)
- B. Formula to Calculate Price Adjustment Factor
[Latest Finalized Monthly PPI data] divided by [finalized PPI data for the Month/Year in which the Bid opening was held (i.e., September 2024)]
- C. Examples
The examples below are strictly for illustration purposes and may not reflect actual changes in the PPI and any allowable adjustments in price that might occur during the Contract term.
- 1) Price Adjustment calculated on September 15, 2025, for the time period from September 15, 2025 to September 14, 2026:
 - [Latest Finalized Monthly PPI Data (141.0)] divided by [finalized PPI data for the Month/Year in which the Bid opening was held (137.4)]
 - $141.0/137.4 = 1.0262008$; rounded to nearest thousandth = 1.026
 - Price Adjustment Factor = 1.026
 - Each originally awarded Base Item Unit Price and Optional Equipment Unit Price awarded would be multiplied by 1.026 to calculate the NYS Contract Price for the time period from September 15, 2025 to September 14, 2026 (e.g., if the original awarded Base Item Unit Price was \$50,000, the adjusted price would be \$50,000.00 multiplied by 1.026, or \$51,300.00)
 - 2) Price Adjustment calculated on September 15, 2026 for the time period from September 15, 2026 to September 14, 2027:
 - [Latest Finalized Monthly PPI Data (134.0)] divided by [finalized PPI data for the Month/Year in which the Bid opening was held (137.4)]
 - $134.0/137.4 = .9752547$; rounded to nearest thousandth = .975
 - Price Adjustment Factor = .975
 - Each Base Item Unit Price and Optional Equipment Unit Price awarded would be multiplied by .975 to calculate the NYS Contract Price for the time period from September 15, 2025, to September 14, 2026 (e.g., if the original awarded Base Item Unit Price was \$50,000, the adjusted price would be \$50,000.00 multiplied by .975, or \$48,750.00)

During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the

Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services, in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B, Section 44, *Savings/Force Majeure*.

Should the Commissioner, in his or her sole discretion, determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices that are unreasonable, excessive, or not truly reflective of current market conditions and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon 10 business days written notice mailed to the Contractor.