

Group 40590– Award 22910

TRUCKS, HEAVY DUTY (Class 8 Chassis Cab Type with Various Bodies)

HOW TO USE THE CONTRACTS

PROCUREMENT INSTRUCTIONS

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

When utilizing 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:

- 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).

The Contracts for Chassis Cab Lots (Lots I, II and III), and Truck Body Lots (Lots IV and V, excluding Lot VI *ELP Interchangeable Body Systems*), are tiered. Executive Agencies are required to purchase from the Primary Chassis Cab or Truck Body Contractor, as applicable, unless written justification for purchasing from the Secondary Chassis Cab or Truck Body Contractor is approved by the Department of Budget, OGS or other control agency. Authorized Users, other than Executive Agencies, are encouraged to purchase from the Primary Chassis Cab or Truck Body Contractor. Awarded Contractors' Product offerings, Contract and pricing information will be posted to the OGS website.

Authorized Users will issue Purchase Order(s), directly to the Contractor(s), see Purchase Orders and Invoicing below, specifying the Product required and shipping/delivery requirements.

Before proceeding with their purchase, Authorized Users should arrange a pre-production meeting with the Contractor(s) in order to ensure complete and accurate understanding of the Upfitted Truck specifications, and delivery requirements, that are required by the Authorized User.

Upon Authorized User acceptance of Product itemized on the Purchase Order, Contractor(s) will invoice Authorized User for any portion of Product, and accordingly, Authorized User will arrange for payment.

Note: Contractor must disclose any forms, or other order information, that Contractor will attach to orders or require completion of when Authorized User makes a purchase. Documents which contain additional terms and conditions must receive pre-approval by OGS for use under the Contract. Additional terms and conditions that were not pre-approved by OGS are void. Additional terms and conditions which conflict with the Contract shall be removed at the discretion of the State.

PRODUCT PRICE AND DISCOUNTS

All contract pricing shall be the final published pricing on the currently available OEM Pricelist(s) or Contractor-Published Pricelist(s), as applicable, and approved for inclusion in the Contract. Contractor shall state the OEM pricelist, or Contractor-Published Pricelist, name(s) and effective date(s) applicable to each

base item bid on the Contract Pricelist. The Contractor will be required to provide the awarded base item(s) at the Contract prices and discounts.

Pricing and discounts for Contract Base Items, Core Options, and Additional Options and Aftermarket Components (AOAC) are posted at the OGS website for Award 22910. Pricelists can be accessed from the Award summary page, <http://www.ogs.ny.gov/purchase/spg/awards/4059022910CAN.HTM>, by following the “Contractor Info” link, and selecting the applicable pricelist link under “Contract Specifics.”

Contract Discounts, (i.e., Chassis Cab, Dump Body, Plow and ELP Discounts, and AOAC Discounts) may be increased by the Contractor at any time during the Contract term, but may not be decreased for the entire term of the Contract.

The Base Item Unit Contract Price for each Item shall use the final published pricing currently available OEM Pricelist(s) or Contractor-Published Pricelist(s), as applicable, and approved for inclusion in the Contract. Unless otherwise specified by an Authorized User, the Base Item Unit Contract Price for each Base Item shall also include all customs, duties and charges, all vehicle preparation and clean-up charges, New York State motor vehicle inspection, installation charges and all other incidentals normally included with providing a Chassis Cab or Upfitted Truck, including any manufacturer’s fees. Pursuant to Appendix B, §35 *Shipping/Receipt of Product*, freight terms are F.O.B. Destination, and shipping costs shall be calculated in accordance with Section 3.5 *Delivery* (please see *Delivery* below).

Additional Chassis Cab and Truck Body Product Line Discounts

The discounts offered for Chassis Cab and Truck Bodies shall be applied to the MSRP for additional Models offered under the Contract as follows. See also Truck Body and Plow Substitutions below.

Chassis Cab Lots. The Chassis Cab Discount for Chassis Cab Lots (i.e., Lots I, II and III) shall also be applied to the MSRP included on the OEM Pricelist for additional Chassis Cab Models offered under the Contract.

Truck Body Lots. The Dump Body Discount for Truck Body Lots (i.e., Lots IV and V) shall also be applied to the MSRP included on the Contractor-Published Pricelist for additional Dump Body Models offered under the Contract. For Lot VI ELP Interchangeable Body Systems, the ELP Discount offered shall apply to both the ELP Product Line and for Aftermarket Components.

Upfitted Truck Lots. The Chassis Cab and Dump Body Discounts for Upfitted Truck Lots (i.e., Lots VII, VIII and IX) shall also be applied to the applicable MSRP included on the OEM Pricelist for additional Chassis Cab Models offered under the Contract, and to the MSRP included on the Contractor-Published Pricelist for additional Dump Body Models offered under the Contract. Cab Models offered under the Contract, and to the MSRP included on the Contractor-Published Pricelist for additional Dump Body Models offered under the Contract.

Additional Options and Aftermarket Components (AOAC) Discount

Additional Options and Aftermarket Components (AOAC) offered under the Contract are limited to products that are (1) listed on the OEM or Contractor-Published Pricelist(s), and (2) may be installed on the awarded Chassis Cab series or Truck Body Product Line by the Contractor, or third-party. The following terms and conditions apply to AOAC:

Contractor shall offer a single discount for Chassis Cab, Dump Body and/or Plow AOAC for each Base Item, as applicable. Contractor must offer all Chassis Cab Options, Dump Body Options, additional Plows Models and related Plow Options and Aftermarket Components sold under Contract at the applicable AOAC Discount. For Lot VI ELP Interchangeable Body Systems, the ELP Discount offered shall apply to both the ELP Product Line and for Aftermarket Components.

The AOAC Discount shall be applied to the MSRP on the OEM Pricelist or Contractor-Published Pricelist, as applicable, to yield a NYS Net Contract Price, as follows:

Chassis Cab. The Chassis Cab AOAC Discount shall be applied to the MSRP included on the OEM Pricelist. If Aftermarket Components are offered for a Chassis Cab, the Chassis Cab AOAC Discount shall be applied to the MSRP included on the Contractor-Published Pricelist;

Dump Body. The Dump Body AOAC Discount shall be applied to the MSRP included on the Contractor-Published Pricelist;

Plow. The Plow AOAC Discount shall be applied to the MSRP included on the Contractor-Published Pricelist for additional Plow Models not included in the Base Item Specifications, and for Plow Options;

Credits. The AOAC Discount shall not apply to an Option or Aftermarket Component with an MSRP that is a credit (e.g., -\$20.00). The credit for such features shall be applied to the MSRP of the Base Item before applicable discounts are applied; and

Replacement Parts. The discount for replacement parts shall be the applicable AOAC Discount (e.g., if the replacement part is for the Dump Body, then the Dump AOAC Discount shall apply).

When an AOAC is being added or deleted from the Base Item specifications, or upon request, Contractors are required to give the Authorized Users a copy of the OEM Pricelist or Contractor-Published Pricelist for the applicable AOAC. Any addition or deletion must be clearly shown on the invoice and clearly show the MSRP, the application of the AOAC Discount for the Option, and the resultant NYS Net Contract Price.

The NYS Net Contract Price for Options shall include any and all labor, installation, fittings, connections, etc., that might be needed to attach the Options to the Chassis Cab or Truck Body so that the Option operates to the Option's full design capabilities; there shall be no additional up-charges, fees, etc., for adding Options. The Contractor may add normal, published labor rates to install Aftermarket Components and labor shall not be more than what is charged to the public at large.

If the Contractor sells an Option or Aftermarket Component to the public at large with pricing that is lower than the application of the Additional Options and Aftermarket Components Discount to the MSRP, then the price that is charged to the public at large shall be charged to Authorized Users. This shall be clearly shown on the invoice as a "Special Value" or by some other phrase or identifying designation.

CHASSIS CAB, TRUCK BODY AND PLOW SUBSTITUTIONS

Contractor shall only offer Chassis Cabs, Truck Bodies or Plows from the OEM awarded for each Lot. Under no circumstances may a Chassis Cab, Truck Body or Plow from another OEM be substituted for the OEM awarded for a Lot. For example, if the Contractor is awarded a Dump Body from OEM "Company A" for Lot IV Truck Bodies (Single Axle Dump Body and Plow) the Contractor may not substitute a Dump Body from OEM "Company B" for that Lot. Additional Chassis Cab, Truck Body and Plow Models may be offered under the Contract as follows. See also Additional Chassis Cab and Truck Body Product Line Discounts, Additional Options and Aftermarket Components (AOAC) Discount, Chassis Cab and Truck Body OEM Options, and Aftermarket Components.

Chassis Cab Substitutions. A Chassis Cab (Lots I, II and III) or Upfitted Truck Contractor (Lots VII, VIII and IX), may offer additional Chassis Cab Models under the Contract, provided that the additional Models are within the same Model series as the Base Item awarded for the applicable Lot (e.g., Model awarded is 4600, and substitute Model is 4650), and that the GVWR of the additional Model does not fall within another Lot (e.g., Lot awarded is Lot I: Chassis Cab: Class 8, 37,000 lb. GVWR, substitute Model GVWR is over 37,000 but under the GVWR for Lot II: Chassis Cab: Class 8, 47,000 lb. GVWR).

Truck Body Substitutions. For Truck Body Lots (Lots IV and V, excluding Lot VI ELP Interchangeable Body Systems), and Upfitted Truck Lots (Lots VII, VIII and IX), a Contractor may offer additional Truck Body Models under the Contract, provided that the additional Models are manufactured by the same OEM as the Model Awarded, and that Model is a Dump Body. Additional Truck Body types (e.g., stake, box or service/utility) shall not be substituted for Truck Body Lots (Lots IV and V, excluding Lot VI ELP

Interchangeable Body Systems), and Upfitted Truck Lots (Lots VII, VIII and IX). For Lot VI ELP Interchangeable Body Systems, the Contractor shall offer the entire ELP Product Line.

Plow Substitutions. For Truck Body Lots (Lots IV, V and VI), and Upfitted Truck Lots (Lots VII, VIII and IX), a Contractor may offer additional Plow Models under the Contract, provided that the additional Models are manufactured by the same OEM as the Model Awarded.

CHASSIS CAB AND TRUCK BODY OEM OPTIONS

The Contractor must offer the Chassis Cab, Dump Body or Plow bid, with all of the standard features and Options specified for the applicable Base Item in the Contract Pricelist.

Authorized Users may purchase the Base Item awarded and choose to have Options added or deleted. Such Options will generally be considered OEM, but may be from other suppliers that the OEM may utilize and/or may be considered part of the OEM's standard Product Line for the Chassis Cab, Dump Body or Plow. Additional Options to be offered under the Contract are limited to products that are (1) listed on the OEM or Contractor-Published Pricelist(s), and (2) may be installed on the awarded Chassis Cab or Truck Body by the Contractor, or third-party.

See Additional Options and Aftermarket Components (AOAC) Discount for pricing information relative to the addition and deletion of Options.

Deletions: It is anticipated that Authorized Users may delete Options that have been required by the Base Item specifications for the Chassis Cab, Dump Body or Plow involved. Contractor shall be required to honor all such deletions.

Additions: It is anticipated that Authorized Users may add Options above and beyond that which have been required by the solicitation's specifications for the Chassis Cab or Truck Body involved. Contractor shall be required to honor all such additions.

Thruway Package: It is anticipated that the NYS Thruway (Thruway) will require the Thruway Package specified on the Contract Pricelist for Lot VI Truck Bodies (ELP Interchangeable Body Systems) ordered from the Contract. Contractor shall be required to honor all such additions of Thruway Packages. When a Thruway Package is specified on the Purchase Order, it shall meet the specifications listed on the Contract Pricelist.

Replacement Parts: It is anticipated that Authorized Users may require purchase of Options separately from a Contract Item, for replacement parts for Contract Items. Contractor shall be required to honor all such purchases. Replacement parts may not be purchased for use with Chassis Cabs, Truck Bodies and Plows that have not been purchased from the Contract.

AFTERMARKET COMPONENTS

The Contractor may offer Aftermarket Components from its full Product Line, provided that the Aftermarket Component is (1) listed on the OEM or Contractor-Published Pricelist(s), and (2) may be installed on the awarded Chassis Cab or Truck Body by the Contractor, or third-party. Aftermarket Components may not be purchased for use with Chassis Cabs, Truck Bodies and Plows that have not been purchased from the Contract.

DELIVERY

Contractors will be required to deliver Chassis Cabs and Upfitted Trucks anywhere within New York State boundaries, as designated by the Authorized User on the Purchase Order. Pursuant to Appendix B, §35 *Shipping/Receipt of Product*, freight terms are F.O.B. Destination. The cost of delivery shall be calculated either on a per mileage basis, or in accordance with the Delivery Allowance Schedule (DAS) below, whichever is less. A Contractor shall list a Delivery Cost per Mile charge on the Contract Pricelist.

Per Mileage Calculation. If mileage is calculated on a per mileage basis, the mileage used for calculation shall be the actual mileage that the Chassis Cab or Upfitted Truck incurred as a result of the delivery, and/or the actual mileage that the Contractor incurred on a vehicle used for the delivery to the Truck Body Contractor or Authorized User. Mileage travelled by the OEM when delivering Product to the Contractor’s place of business, or the Contractor’s authorized dealer location that is nearest to the delivery location, (e.g., when a Cab Chassis is drop-shipped to the Contractor), shall not be included in the calculation. If a Contractor’s place of business is not located within the State of New York, then mileage shall be calculated from the point of entry into New York State.

Delivery Allowance Schedule (DAS). The following Delivery Allowance Schedule (DAS) indicates the maximum dollar amount that will be paid for delivery of a Chassis Cab or Upfitted Truck from the Delivery Origin to the applicable Region to which the Chassis Cab or Upfitted Truck is delivered. A Contractor may charge a Delivery Charge that is less than the Delivery Allowance. The Region is determined by the New York State County in which the Delivery Origin is located. If the Delivery Origin is not located within the State of New York, then the Region utilized shall be the Region that is closest in distance to the Delivery Origin.

EXAMPLE: If the Delivery Origin is in Albany County (Region 3), and the delivery location is in Westchester County (Region 5), the Delivery Allowance is \$275. Each Contractor will only be concerned with their particular region (i.e., if the Delivery Origin is in Region 1, the only row that will be utilized is the first one).

Each February 1st, beginning with February 2016 the DAS chart shall be updated in accordance with changes in the CPI, (Series Id: CUUR0100SA0, CUUS0100SA0; Not Seasonally Adjusted; Area: Northeast urban; Item: All items, http://data.bls.gov/pdq/SurveyOutputServlet?series_id=CUUR0100SA0,CUUS0100SA0; by comparing the value for December of the year involved to the value for December 2014. For example, if the value for December 2015 is 220.4 and the value for December 2014 was 206.2, the DAS would increase by 6.89% (e.g., $220.4/206.2 = 1.0688965 = 6.89\%$ rounded increase), effective February 1, 2016. The values in the chart shall be rounded to the nearest five (5) dollar amount (e.g., \$161 would be rounded to \$160, and \$166 would be rounded to \$165).

DELIVERY ALLOWANCE SCHEDULE (DAS)

Delivery to Region

VENDOR LOCATION	Region	1	2	3	4	5	6
	1		\$210	\$300	\$500	\$575	\$680
2		\$300	\$210	\$300	\$300	\$380	\$680
3		\$500	\$300	\$210	\$300	\$300	\$680
4		\$575	\$300	\$300	\$210	\$575	\$870
5		\$680	\$380	\$300	\$575	\$210	\$340
6		\$890	\$680	\$680	\$870	\$340	\$210

DELIVERY REGIONS:

<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>	<u>Region 5</u>	<u>Region 6</u>
Allegany	Broome	Albany	Clinton	Dutchess	Bronx
Cattaraugus	Cayuga	Columbia	Essex	Orange	Kings
Chautauqua	Chenango	Fulton	Franklin	Putnam	Nassau
Chemung	Cortland	Greene	St. Lawrence	Rockland	New York
Erie	Delaware	Hamilton		Sullivan	Queens
Genesee	Herkimer	Montgomery		Ulster	Richmond
Livingston	Jefferson	Rensselaer		Westchester	Suffolk
Monroe	Lewis	Saratoga			
Niagara	Madison	Schenectady			
Ontario	Oneida	Schoharie			
Orleans	Onondaga	Warren			
Schuyler	Oswego	Washington			
Seneca	Otsego				
Steuben	Tioga				
Wayne	Tompkins				
Wyoming					
Yates					

“OGS OR LESS” GUIDELINES APPLY

Purchases of the products included in this Contract are subject to the "OGS or Less" provisions of New York 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:

- i. lower in price; and/or
- ii. available under terms which are more economically efficient to the Authorized Users (e.g. delivery terms, warranty terms, etc.).

State agencies are reminded that they must provide the 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, as applicable. State agencies should refer to the “OGS or Less” section of the New York State Procurement Guidelines for complete procedural and reporting requirements: <http://www.ogs.state.ny.us/procurecounc/pdfdoc/guidelines.pdf>.

PURCHASE ORDERS AND INVOICING

All Purchase Orders and invoices/vouchers shall include the Contract number and a line by line listing of separate charges. Order confirmation shall mean that the Contractor has received the purchase order, has reviewed it 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

Purchase orders are to include the following information:

- A. Contract number;
- B. Contractor name;
- C. Make, Model and Model Code of the Chassis Cab, Truck Body and/or Plow, as applicable;
- D. Option codes and descriptions, if applicable;
- E. Aftermarket Components part numbers and descriptions, if applicable;
- F. MSRP for each Product, Option, and Aftermarket Component;
- G. Base Item, AOAC and Discounts, as applicable;
- H. Liquidated damages, if any;
- I. Calculation of NYS Net Contract Price; and
- J. Specific designation of special price(s) which may be better than the NYS Net 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. NYS Vendor ID;
- C. Purchase Order number;
- D. Make, Model and Model Code of the Chassis Cab, Truck Body and/or Plow, as applicable;
- E. Option Codes and descriptions, if applicable.
- F. Aftermarket Components part numbers and descriptions, if applicable;
- G. Calculation of NYS Net Contract Price
- H. Breakdown of liquidated damages, if any

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 completed vehicle and processing payment, be sure to audit your invoice to ensure that correctly discounted option pricing was used. If itemized pricing is not included in your invoice, please contact the Procurement Services Contact Person listed on summary page of this Award. **The Authorized User is accountable and responsible for compliance with the requirements of public procurement processes.**

State agencies must forward a copy of each vehicle purchase order to NYS Department of Transportation to facilitate the issuance of an OGS-Issued State identification number. Each vehicle on the Purchase Order must also identify if the agency is obtaining state or street plates. Purchase Orders can be e-mailed to MO-FleetAdmSupport@dot.ny.gov (518) 457-2875.

MSRP VERIFICATION

An Authorized User may verify MSRP information, especially for Options and Aftermarket Components. The Contractor shall, upon request by the Authorized User, provide a copy of the most recently published OEM Pricelist. See also Contract Sections 3.1.5 *Contract Pricelist* and 3.1.6 *Aftermarket Components Pricelists*.

PRE-PRODUCTION MEETING

Contractors shall be required to consult with the Authorized User upon receipt of a Purchase Order in order to ensure complete and accurate understanding of the Chassis Cab, Truck Body and Upfitted Truck specifications, and delivery requirements, required by the Authorized User. The contractor shall advise the Authorized User of all design changes, including component style or performance changes, which the applicable Base Item has undergone since Contract execution.

It is understood that it is the responsibility of the Contractor to advise the Authorized User prior to production if the Chassis Cab, Truck Body and Plow specifications that they have provided will result in an improperly rated Upfitted Truck (e.g., due to its particular weight distribution), and to recommend the proper equipment and Options that will meet the Authorized User's needs.

The Contractors for Chassis Cab Lots (Lots I, II, and III) and Truck Body Lots (Lots IV, V, and VI) shall coordinate and attend a pre-production meeting, if required by the Authorized User, at a location convenient to the Authorized User, to provide all necessary information prior to building any Upfitted Truck, or scheduling production. Only after the pre-production meeting, if required by Authorized User, and subsequent approval from the Authorized User, shall the Contractor begin the production.

PILOT MODEL INSPECTION

Prior to completion of all Chassis Cab and Upfitted Trucks ordered, a complete pilot model inspection of one or more Chassis Cab or Upfitted Trucks shall be provided by the Contractor if requested by the Authorized User. The terms and conditions of such inspection(s) shall be provided by the Authorized User, and should be agreed upon by the Contractor and Authorized User prior to scheduling production. This inspection shall take place inside a building and on a dry Chassis Cab or Upfitted Truck at the OEM's facility or Contractor's place of business, as agreed to by the Authorized User. The Authorized User shall be responsible for transportation, lodging and meals associated with the initial pilot model inspection. The Authorized User, at their discretion, may require that the Contractor cover the costs of subsequent pilot model inspections should the pilot model not pass the initial inspection.

CONTRACT PAYMENTS

Payments cannot be processed by Authorized Users until the Chassis Cab or Upfitted Truck has been delivered and accepted in accordance with Contract Section 3.5 *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 2.14 *Purchase Orders and Invoicing*.

OVERLAPPING CONTRACT ITEMS

Products/services available under this 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 maintain a procurement record documenting the basis for this selection.

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, §27 *Participation in Centralized Contracts*.

Upon request, all eligible non-State agencies must furnish Contractor with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. Questions regarding an

organization's eligibility to purchase from New York State Contracts may also be directed to Procurement Services' Customer Services at 518-474-6717.

POOR PERFORMANCE

Authorized Users should notify Procurement Services 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
Procurement Services
Customer Services
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

* * * *