

**GROUP 40625 AWARD PGB-23345
HEAVY EQUIPMENT**

**HOW TO USE
(Updated December 3, 2025)**

PIGGYBACK CONTRACTS

Group 40625, Award PGB-23345 includes “piggyback” contracts made between OGS and the Contractors (see the “Award Document” page linked from (<https://ogs.ny.gov/award-23345>)). The terms and conditions of the Piggyback Contracts (see the “Contractor Information” page linked from (<https://ogs.ny.gov/award-23345-CI>)) shall supersede any conflicting terms and conditions set forth in the Master Contracts.

PHASES

This piggyback award will be solicited in recruitment cycles (“Phases”). These phases will be for various types of Heavy Equipment by piggybacking various cooperative contracts, which will be housed under this single contract award number PGB-23345.

PHASE 1: SNOW AND ICE

The Snow and Ice Phase includes Heavy Equipment and related supplies or accessories designed or principally intended for moving, removing, and controlling snow and ice. OGS has piggybacked Sourcwell Contract Number 062222 for Snow and Ice Handling Equipment, Supplies, and Accessories (“Sourcwell Master Contract”) and NASPO ValuePoint Contract for Truck Bodies, Seasonal Maintenance Equipment & Upfitting Services, RFP 21000000535 (“NASPO Master Contract”).

Information about the Sourcwell Contract Number 062222 for Snow and Ice Handling Equipment, Supplies, and Accessories can be found at <https://www.sourcwell-mn.gov/solicitations/10551>.

Information about the NASPO ValuePoint Contract for Truck Bodies, Seasonal Maintenance Equipment & Upfitting Services, RFP 21000000535 can be found at <https://www.naspovaluepoint.org/portfolio/truck-bodies-seasonal-maintenance-equipment-upfitting-services/>.

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

1. Sourced products or related services, which may be referred to as open market items or non-standard options; and
2. Leased products.

PHASE 2: HEAVY CONSTRUCTION

The Heavy Construction Phase includes equipment and related supplies or accessories designed or principally intended for use in heavy construction. OGS has Piggybacked Sourcwell Master Contract Number 011723 for Heavy Construction Equipment with Related Attachments and Technology.

Information about Sourcwell Master Contract Number 011723 for Heavy Construction Equipment with Related Attachments and Technology can be found at <https://www.sourcwell-mn.gov/solicitations/10629>

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

1. Sourced products or related services, which may be referred to as open market items or non-standard options; and
2. Leased products.

PHASE 3: MEDIUM DUTY AND COMPACT CONSTRUCTION

The Medium Duty and Compact Construction Phase includes equipment and related supplies or accessories designed or principally intended for use in medium duty and compact construction. OGS has piggybacked Sourcewell Master Contract Number 020223 for Medium Duty and Compact Construction Equipment with Related Attachments and Sourcewell Master Contract Number 111522 for Airport Runway Equipment with Related Supplies and Services (each individually referred to as “Sourcewell Master Contract”).

Information about Sourcewell Master Contract Number 020223 for Medium Duty and Compact Construction Equipment with Related Attachments can be found at <https://sourcewell-mn.gov/solicitations/10634>.

Information about Sourcewell Master Contract Number 111522 for Airport Runway Equipment with Related Supplies and Services can be found at <https://www.sourcewell-mn.gov/solicitations/10608>.

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

1. Sourced products or related services, which may be referred to as open market items or non-standard options; and
2. Leased products.

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. If approved for inclusion on the Master Contract price list, additional types of Products that are not related to the above description of this Phase shall not be excluded from the resultant OGS Contract, unless specifically excluded within the Piggyback Agreement.

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-23345>, clicking on “Contractor Information” (which will open the Contractor Information Summary Page), then by clicking the “Price List” link towards the right of

each Contactor's name. Authorized Users can also locate pricing information by contacting the Contactor'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 Heavy Equipment that meets their form, function, and utility.

PRICE AND DISCOUNTS

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.

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.

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

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 orders quantities or values, then there are no minimum order quantities under the 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.

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 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

Authorized Users are also encouraged to visit <https://go.procurated.com/new-york/> to leave comments and rate our Contractors. You will be asked to create a free account if you don't already have one.