

Overview for Contract

Prior to utilizing a contract, the user should read the contract in it's entirety.

DESCRIPTION

► The engines, diesel, gasoline (new & exchange) contract consists of six (6) brands of engines with each offering new and remanufactured. The brands are as follows:

John Deere
Caterpillar
Cummins
International
Detroit Diesel
Mack

CONTRACT INFO

Contract Number & Title	CN00019123 (2550-02) Engines: Diesel, Gasoline (New & Exchange)
Number of Suppliers	Four (4)
Validity Period	12/01/2005 thru 11/30/2006 (Renewed thru 11/30/2008)
DGS Point of Contact	Robert L. Isenberg
Contact Phone #	(717)703-2930
Email	risenberg@state.pa.us

PRICING HIGHLIGHTS

► This is a catalog contract; as such, due to multiple suppliers having been awarded this contract as well as each supplier selling certain brands, the pricing will vary. Each supplier has supplied discount terms for the multiple items on their contract. Please refer to the contracts listed below:

4600009869 Sunbury Motors	Vendor# 119212
4600009870 Five Star International LLC	Vendor# 136083-003
4600009872 Plasterer Equipment Co.	Vendor# 118482
4600009874 WW Engine & Supply Co., dba Fire & Rescue Products	Vendor# 148730

PROCESS TO PURCHASE

► Contract Type SRM, R3

DGS Statewide Contracts

Contracts with Special Terms and Conditions, Item(s) Sheets with Supplier Information.

Contact Robert L. Isenberg directly via telephone or email with questions or concerns. See Contract Info block for contact information.

SPECIAL CONTRACT TERMS AND CONDITIONS

These **Special Contract Terms and Conditions** supplement the **Standard Contract Terms and Conditions For Statewide Contracts for Supplies**.

1. PURPOSE OF CONTRACT

This Collective No.CN00019123 (Identified here and in the other documents as the "Contract") will cover the requirements of The Commonwealth of Pennsylvania (CWOPA) acting through the Department of General Services (DGS) for the purchase of Engines: Diesel, Gasoline (New & Exchange). (Mandatory for PA-DOT Harrisburg / Optional usage by all other Commonwealth Agencies).

2. COOPERATIVE PURCHASING PROGRAM

The contractor(s) will be required to provide Engines: Diesel, Gasoline (New & Exchange) to Commonwealth executive and independent agencies as well as those state affiliated entities and local public procurements under the COSTARS (Cooperative Sourcing to Achieve Reduction in Spend) program that desire to order from the Contract. COSTARS is a service provided by the Department of General Services for local public procurement units located in Pennsylvania. Local public procurement units are authorized by law to participate in or purchase from Department of General Services' statewide requirements contracts. Eligible local public procurement units are defined as:

- Any political subdivision
- Any public authority
- Any tax exempt, nonprofit educational or public health institution or organization
- Any nonprofit fire, rescue or ambulance company
- And to the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

The Department does not guarantee additional volume as a result of potential procurements by local public procurement units, and has not included their volume in the quantity estimates provided on the pricing sheets. Contractors should consider this potential additional volume when responding to this invitation for bids (IFB). There are in excess of 2,000 local public procurement units that participate in the COSTARS Program and the potential for additional thousands to participate.

3. ORDER OF PRECEDENCE

To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions For Statewide Contracts for Supplies, these Special Contract Terms and Conditions shall prevail.

4. CONTRACT TERM

The Contract shall commence on the Effective Date, which shall be no earlier than December 1, 2005 and expire on November 30, 2006.

5. OPTION TO EXTEND

The Department of General Services reserves the right, upon notice to the contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

6. OPTION TO RENEW

The Contract or any part of the Contract may be renewed for three (3) additional one (1) year terms by mutual agreement between the Department of General Services and the contractor. If the Contract is renewed, the same terms and conditions shall apply. The contractor's past performance under the contract will be one criterion that the Department will consider in its decision as to whether to renew.

7. OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE

The Department of General Services reserves the right to purchase supplies covered under this Contract through a separate competitive bidding procedure, whenever the department deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the supply exists or the price offered is significantly lower than the Contract price.

8. PRICE LISTS

Contractors agree to supply the Commonwealth with copies of the Catalogues and Price Lists as requested by using agencies.

Any reference, which may appear on any price list, to any terms and conditions, such as F.O.B. shipping point, minimum order quantity or amount, or Prices subject to change, will not be a part of any contract and will be disregarded by the Commonwealth.

For Cataloged items the price paid by the Commonwealth shall be the Manufacturer's "Official" Referenced Price List minus the percentage discount, bid to, and accepted by the Commonwealth.

It shall be understood that the pricing offered by the contractor to the Commonwealth shall be equal to or lower than that offered to the contractor's most favored customer(s).

9. PRICE CHANGE

Discounts shall remain firm for the term of this contract. Price lists may be updated to delete equipment no longer available, to allow general price increases/decreases, or to allow for new product availability. One (1) copy of any new price list must be sent to the Commodity Specialist for approval. Contract prices may be subject to revision at the end of each 90-Calendar Day period starting July 1, 2006. Such changes shall be based on general industry changes as evidenced by the printed price lists or supplements. The prices quoted each 90-Calendar Day period shall be firm except that the Commonwealth shall receive the benefit of any decline that the contractor shall offer to their other accounts. Requests for price changes shall be received in writing at least fifteen (15) business days prior to their effective date with a copy of the new price list being furnished to the Department of General Services, Commodity Specialist of record. Commodity Specialist will issue a change notice indicating the acceptance of the new price list before the price list becomes effective. In the event that new prices are not acceptable, the contract may be cancelled.

10. MINIMUM ORDER

There will be no minimum order.

11. REFERENCES

Any and all manufacturer references contained herein are intended to be restrictive to that particular make. No substitutes will be permitted. Deviation from specified equipment will be cause for rejection of bid. All parts will be of the brands used by the manufacturer as original equipment and as included in the manufacturer's master price list.

12. DELIVERIES

ALL Deliveries will be F.O.B. DESTINATION to any using agencies within the Commonwealth of Pennsylvania.

All items ordered from this contract shall be delivered within a reasonable time, not to exceed seven (7) business days after receipt of the purchase order. All deliveries shall be securely packaged to preclude damage.

13. WARRANTY

Warranty on all parts will be for one (1) calendar year, from date of acceptance. If the manufacturer neglects or fails to correct defect(s) during the warranty period, their responsibility shall continue until such time as it takes to correct the defect(s). The manufacturer is expected to respond to warranty problems and administrate effective solutions in the best interest of the Commonwealth.

14. CORE CHARGES/EXCHANGES

This contract shall allow for purchase of engines (both new and remanufactured) both on a with and/or not-with core exchange basis. Contract vendor shall invoice with applicable core charges at actual price list cost (non-discountable). Core credit will be issued after return of core (if applicable) in accordance to the manufacturer's normal core return procedures.

15. INVOICING

Contractor will customize invoices to the Commonwealth to mirror the Commonwealth's Purchase Orders. The contractor will indicate the date the Purchase Order was received on its invoices. The original invoice for Purchases over \$3000 must be submitted directly to the Comptroller Office. (A copy may be provided to the ordering location upon request.) All invoices will refer to the purchase order number, date of order and line item number.

16. RETURN POLICY

In the event CWOPA should have engines for return (i.e. Due to overstocking, product obsolescence, and others) over the period of one (1) year after purchase from this contract, as long as the engines are unused and in new condition, CWOPA will be refunded for the full amount of the engines in hand or if it chooses so, it shall have the privilege of exchanging these for new engines. For return purposes, it will be necessary for CWOPA to provide proof of actual pricing paid (i.e. copy of original invoice) for engines being returned.

17. LOCAL PUBLIC PROCUREMENT UNIT PARTICIPATION

Those local public procurement units and any other Commonwealth purchasing agencies, which issue orders under the Contract, are intended beneficiaries under the Contract and are real parties in interest with the right to sue and be sued without joining the Department of General Services as a party.

Local public procurement units, and any other Commonwealth purchasing agencies, that elect to participate in the Contract may issue orders or enter into participating agreements directly with the contractor and will be responsible for payment directly to the contractor.

The contractor(s), who is awarded the Contract, agrees to provide engines at the awarded price, in accordance with the contractual terms and conditions, to all local public procurement units and Commonwealth purchasing agencies that decide to participate. The contractor shall notify the

Department of General Services in writing of any and all orders and participating agreements with local public procurement units.

Any questions or problems pertaining to acquisition of Engines: Diesel, Gasoline (New & Exchange) by participating Local Public Procurement Units and their use of the Contract should be accomplished in a timely manner and all contact pertaining to these questions or problems should be directed to Alfonzo J. Robinson at arobinson@state.pa.us.

18. POINT OF CONTACT

Alfonzo J. Robinson, Commodity Specialist
FAX: # 717-783-6241
Email: arobinson@state.pa.us

Five Star International, LLC /SAP Contract # 4600009870

Item No.	Material No.	DESCRIPTION (Engine Type)	
INTERNATIONAL			
10	299155	ENGINE,DIESEL,IHC,79-82,210HP,#735300C94	\$6,056.51
20	299156	ENGINE,DIESEL,IHC,1984,210HP,#735320A94	\$5,937.39
30	299157	ENGINE,DIESEL,IHC,88,240HP,879424OFR4	\$5,965.47
40	299158	ENGINE,DIESEL,IHC,89,245HP,89P4245FR4	\$6,505.74
50	299159	ENGINE,DIESEL,IHC,90-91,245HP,90P4245AR4	\$6,337.09
60	299160	ENGINE,DIESEL,IHC,1993,250HP,91P4250AR4	\$6,305.15
70	299161	ENGINE,DIESEL,IHC,1994,PLN,94P4250HR1	\$8,209.62
80	299162	ENGINE,DIESEL,IHC,NG250HP,2587865C91	\$12,001.47
90	299163	ENGINE,DIESEL,IHC,NG250HP,96E4250HR1	\$8,839.78
100	299164	ENGINE,DIESEL,IHC,DT530,310HP,2588465C91	\$12,026.28
110	299165	ENGINE,DIESEL,IHC,2000,250HP,2588476C91	\$10,102.78
130		ENGINE,DIESEL,IHC,OTHER	15.11%

VENDOR INFORMATION

Company Name:	Five Star International, LLC
Vendor Number:	136083-003
Contact Person:	Steve Van Marter
Address:	1810 S. 19th Street
Phone Number:	717-986-1500
Fax Number:	717-986-1510
E-mail Address:	steve.vanmarter@fivestar-international.com
Website URL:	www.fivestarintl.com
Pick-up Site Address:	1810 S. 19th Street, Harrisburg, PA.

Plasterer Equipment Co. Inc./SAP Contract 4600009872

Item No.	No.	DESCRIPTION (Engine Type)	
JOHN DEERE			
10	299167	ENGINE,DIESEL,DEERE,4219D,410BACKHOE	\$7,932.00
20	299178	ENGINE,DIESEL,DEERE,6059T,150,155HP,544G	\$10,710.00
30	299179	ENGINE,DIESEL,DEERE,6068T,150,170HP,624G	\$8,709.00
40	299180	ENGINE,DIESEL,DEERE,6076T,644E-LOADER	\$14,726.00
50	299181	ENGINE,DIESEL,DEERE,6359T,544E-LOADER	\$10,988.00
60	299182	ENGINE,DIESEL,DEERE,6414T,544C-LOADER	\$11,220.00
70	299183	ENGINE,DIESEL,DEERE,6414T,672A-GRADER	\$10,524.00
80	299184	ENGINE,DIESEL,DEERE,OTHER (DISCOUNT)	15.00%

VENDOR INFORMATION

Company Name:	Plasterer Equipment Co., Inc.
Vendor Number:	118482
Contact Person:	Tim Houser
Address:	2550 E. Cumberland Street, Lebanon, PA. 17042
Phone Number:	717-273-2616
Fax Number:	717-273-5928
E-mail Address:	Lebanon@Plaster.com
Website URL:	www.Plasterer.com
Pick-up Site Address:	

Sunbury Motor Company/SAP Contract # 4600009869

Item No.	Material No.	DESCRIPTION (Engine Type)	
Caterpillar			
10	299140	ENGINE,DIESEL,CAT,3116#OR3326	\$8,595.00
20	299141	ENGINE,DIESEL,CAT,3126,#OR4855	\$10,995.00
30	299142	ENGINE,DIESEL,CAT,3176B,#OR9120	\$16,500.00
40	299143	ENGINE,DIESEL,CAT,3208,#OR1152	\$8,250.00
50	299144	ENGINE,DIESEL,CAT,3208,#OR2819	\$7,100.00
59	299145	ENGINE,DIESEL,CAT,OTHER (COST-PLUS)	7.25%
Cummins			
70	299146	ENGINE,DIESEL,CUMMINS,3.9L,4B#DR100RX	\$3,750.00
80	299147	ENGINE,DIESEL,CUMMINS,3.9L,4B,#DR107RX	\$4,975.00
90	299148	ENGINE,DIESEL,CUMMINS,3.9L,4B80,45882518	\$5,500.00
100	299149	ENGINE,DIESEL,CUMMINS,6BT-5.9#DR1169RX	\$6,495.00
110	299150	ENGINE,DIESEL,CUMMINS,6BT-5.9#DR989RX	\$5,950.00
120	299151	ENGINE,DIESEL,CUMMINS,6BT-5.9#SDR1463RX	\$6,495.00
130	299152	ENGINE,DIESEL,CUMMINS,6BT-5.9,#DR110RX	\$5,950.00
140	299153	ENGINE,DIESEL,CUMMINS,6CTAA-8.3#DR718RX	\$9,675.00
149	299154	ENGINE,DIESEL,CUMMINS,OTHER (COST-PLUS DISC)	7.88%
Mercedes			
160	299192	ENGINE,DIESEL,MERCEDES,MBE900,906260488	\$7,595.00
170	299193	ENGINE,DIESEL,MERCEDES,MBE900,906340664	\$8,150.00
180	299194	ENGINE,DIESEL,MERCEDES,MBE900,906327317	\$7,595.00
190	299195	ENGINE,DIESEL,MERCEDES,MBE4000,460756873	\$9,950.00
210	299196	DISC)	9.07%

VENDOR INFORMATION - Complete the yellow cells below

Company Name:	Sunbury Motor Company
Vendor Number:	119212
Contact Person:	Richard Troutman
Address:	943 North 4th Street, Sunbury, PA. 17801
Phone Number:	570-286-7746, Ext. 266
Fax Number:	570-286-6293
E-mail Address:	rickt@sunburymotors.com
Website URL:	www.sunburymotors.com
Pick-up Site Address:	943 North 4th Street, Sunbury, PA. 17801

W. W. Engine & Supply, Inc./SAP Contract# 4600009874				
	Item No.	Material No.	DESCRIPTION (Engine Type)	W. W. Engine & Supply, Inc.
			MACK	
	10	299185	ENGINE,DIESEL,MACK,EM7,86SB3519	\$10,789.21
	20	299186	ENGINE,DIESEL,MACK,E7,ELECTRONIC,86SB3527	\$11,437.64
	30	299187	ENGINE,DIESEL,MACK,E7,370HP,11GB41881	\$19,190.54
	40	299188	ENGINE,DIESEL,MACK,E-TECK,86SB3530P4	\$11,437.64
	50	299189	ENGINE,DIESEL,MACK,CCRS,86SB3531P4	\$11,437.64
	60	299190	ENGINE,DIESEL,MACK,ASET,86SB3532	\$11,901.53
	80		ENGINE,DIESEL,MACK,OTHER (DISCOUNT)	31.31%
VENDOR INFORMATION				
Company Name:	W. W. Engine & Supply, Inc.			
Vendor Number:	148730			
Contact Person:	Vic Brown			
Address:	4230 Industrstrial Road, Harrisburg, PA. 17110			
Phone Number:	238-9476			
Fax Number:	717-238-1901			
E-mail Address:	vbrown@wwengine.com			
Website URL:	www.wwengine.com			
Pick-up Site Address:	4230 Industrstrial Road, Harrisburg, PA. 17110			

Contract Reference Number: 2550-02
Collective Number: CN00019123
SAP Contract Number: 4600009869, 9870, 9872, 9874
Change Number: 1
Change Effective Date: 12/01/2006

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG
November 21, 2006

For: All using Agencies of the Commonwealth
Subject: Engines: Diesel, Gasoline (New and Exchange)
Contract Period: Effective date: 12/01/2005 and Termination date: 11/30/2006 (Renewed thru 11/30/2007)
Buyer Name: Alfonzo J. Robinson

CHANGE SUMMARY: Contract Renewal

In accordance with the contract clause, "Option to Renew", the subject contract is hereby renewed by mutual consent of the Commonwealth of Pennsylvania and the following contractor listed below for an additional one (1) year period, beginning, 12/01/2006 through 11/30/2007. The contractor is current with the Contractor Responsibility Program:

Sunbury Motor Company, Vendor# 119212, SAP Contract# 4600009869
Five Star International LLC, Vendor# 136083-003, SAP Contract# 4600009870
Plasterer Equipment Co., Vendor# 118482, SAP Contract# 4600009872
W. W. Engine & Supply Co., Inc., dba Fire & Rescue Products, Vendor# 148730, SAP Contract#4600009874

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 2550-02
Collective Number: CN00019123
SAP Contract Number: 4600009874
Change Number: 2
Change Effective Date: 01/11/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG
January 11, 2007**

For: All using Agencies of the Commonwealth
Subject: Engines: Diesel, Gasoline (New & Exchange)
Contract Period: Beginning 12/01/2005 and Ending 11/30/2007
Commodity Specialist Name: **Alfonzo J. Robinson**

CHANGE SUMMARY:

Please note the following change:

Vendor: **W. W. Engine & Supply**
Previous Contact Person: **Jesse Shindel**
New Contact Person: **Vic Brown**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 2550-02
Collective Number: CN00019123
SAP Contract Number: 4600009872
Change Number: 3
Change Effective Date: 07/17/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Engines: Diesel, Gasoline (New and Exchange)
Contract Period: Beginning 12/01/2005 and Ending 11/30/2006 **(Renewed thru 11/30/2007)**
Commodity Specialist Name: **Alfonzo J. Robinson**

CHANGE SUMMARY:

According to the Special Terms and Conditions, Para 9, the following vendor has submitted updated price lists for this contract.

Vendor: Plasterer Equipment Co., Inc.
SAP/SRM Contract No.: 4600009872
U.S. Parts Price List: John Deere Replacement Engine Price List, Dated July, 2007

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 2550-02
Collective Number: CN00019123
SAP Contract Number: 4600009869, 4600009870, 4600009872, 4600009874
Change Number: 4
Change Effective Date: 11/20/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Engines: Diesel, Gasoline (New and Exchange)
Contract Period: Beginning 12/01/2005 and Ending 11/30/2006
(Renewed thru 11/30/2008)
Commodity Specialist Name: Alfonzo J. Robinson

CHANGE SUMMARY: Contract Renewal

In accordance with the Option to Renew Clause of this Contract, the Commonwealth of Pennsylvania and its suppliers mutually agree to renew this contract to an additional one (1) year. The new contract expiration date is now 11/30/2008.

The suppliers and their Contract Numbers are as follows:

- Sunbury Motors, Contract No. 4600009869
- Five Star International, LLC, Contract No. 4600009870
- Plasterer Equipment Co., Inc., Contract No. 4600009872
- WW Engine & Supply, Fire & Rescue Products, Contract No. 4600009874

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 2550-02
Collective Number: CN00019123
SRM/SAP Contract Number: 4600009869, 4600009870, 4600009872, 4600009874
Change Number: 5
Change Effective Date: 01/16/2008

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Engines: Diesel, Gasoline (New and Exchange)
Contract Period: Beginning 12/01/2005 and Ending 11/30/2006
(Renewed thru 11/30/2008)

Commodity Specialist Name: Robert L. Isenberg

CHANGE SUMMARY:

Change DGS Point of Contact to: Robert L. Isenberg
Phone: (717) 703-2930
Email: risenberg@state.pa.us

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.