

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

REVISED CONTRACT AWARD NOTIFICATION

Title	:	Group 40550 - SPORT UTILITY VEHICLES INCLUDING SELECTED POLICE & SPECIAL SERVICE (2009 & Newer Model Years) (Statewide)	
		Classification Code: 25	
Award Number	:	<u>20598</u>	(Replaces Award 18488)
Contract Period	:	See "Contract Period" clause	
Bid Opening Date	:	December 20, 2006	
Date of Issue	:	March 8, 2007 REVISED September 16, 2008	
Specification Reference	:	As Incorporated In The Invitation for Bids	
Contractor Information	:	Appears on Page 2 of this Award	

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Dawn Curley Title : Purchasing Officer I Phone : 518-474-2802 Fax : 518-474-8676 E-mail : Dawn.curley@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

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

Description

This award document lists Sport Utility Vehicles ranging from compact to full size including selected Police & Special Service vehicles that can be purchased statewide.

PR #20598

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62961 SB	ACTION CHEVROLET, INC. 795 Hoosick Road Troy, NY 12180	518/279-3400 Ext. 240 Mr. James Messick Fax: 518/279-9718 E-mail: jimmes@sdnetwork.com	141657371
PC62875 SB	COLONIE MOTOR, INC. 2242 Central Avenue Schenectady, NY 12304	800/888-6822 518/374-9161 Ext. 260 Mr. Mark Monroe Fax: 518/372-4410 E-mail: mmonroe@langanauto.com	141471421
PC62962 SB	FAIRPORT FORD LLC. 71 Marsh Road East Rochester, NY 14445	585/389-0109 Mr. Joesph Marchese Fax: 585/389-0184 E-mail: j-marchese@fairportford.com Web: fairportford.com	161608249
PC62876	HOSELTON CHEVROLET, INC. 909 Fairport Road East Rochester, NY 14445	888/840-0456 585/586-7373, Ext. 2309 Mr. Richard Perry Fax: 585/784-8481 E-mail: rickp@hoselton.com Web: nysfleet.com	160731157
PC62963	WARNOCK AUTOMOTIVE INC. d/b/a WARNOCK FLEET 175 Route 10 East Hanover, NJ 07936	877/KOP-KARS 973/463-3066 Mr. Jason Phillips Fax: 973/884-2650 E-mail: jphillips@warnockauto.com Web: www.warnockauto.com	222658797

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

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)**

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP 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 THE PROCUREMENT SERVICES GROUP.

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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:

The Procurement Services Group 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).

IMPORTANT NOTE:

It is also strongly advised that all contract users FOLLOW-UP WITH THE CONTRACTOR after submitting their purchase order, whether it was submitted by mail or fax. This is to insure that the contractor received and placed your order.

GENERAL REQUIREMENTS: (STATE AGENCIES ONLY)

Copies of each State agency purchase order must be sent to Ron Ottman in order to facilitate the issuance of a State identification number at the following address:

Ron Ottman, Director
Office of General Services
Division of Statewide Vehicle Management
Bldg. #18, State Campus
Albany, NY 12226

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PROCUREMENT PROCEDURES FOR STATE AGENCIES:

State agencies should carefully consider all vehicles for the item of interest and select the most cost-effective one for their current and anticipated future program needs. Therefore, when placing orders under this contract, for other than lowest priced vehicles, a memorandum "For the Record" should be prepared detailing why the vehicle being purchased has been determined to be the most cost effective for current and future needs.

SCOPE (BID SYNOPSIS):

It is the intent and purpose of this Contract Award Notification is to provide Sport Utility Vehicles and Selected Police Vehicles that can be used by State agencies and others authorized by New York State Law. These vehicles will enhance the performance and duties of the using entity.

The award is intended to cover multiple model years. The State may permit the substitution of a new replacement model or a new replacement product line if the model series or the product line originally awarded becomes unavailable, is discontinued, replaced, etc., by the OEM. The contract price factor will continue to be applied to the MSRP for the replacement.

The resultant Contract Notification Award covers the outright purchase of new, current model year vehicles. Under no circumstances may "Demos" or "used" or prior model year vehicles be sold under this contract without prior approval of the Office of General Services, Procurement Services Group. All vehicles delivered under this contract must be in compliance with the contractor's agreement with the manufacturer.

PRICE & DELIVERY ALLOWANCES:

General - Final net price for contract includes all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by the ordering agency including all vehicle preparation and clean-up charges, New York State motor vehicle inspection, installation charges and all other incidentals normally included with providing and delivery of a vehicle including the manufacturer's fees such as destination charges, etc.

The contract price factor may be lowered but not increased for the entire contract. (Please see more on contract price factor in METHOD OF AWARD.)

No separate, additional delivery charge except for "DAS" will be allowed. (Please see next section on "DAS".)

DAS (Delivery Allowance Schedule) - All resultant contracts will be statewide, regardless of where the bidder is located. Contractors will be required to deliver vehicles anywhere within New York State boundaries. Each contractor will be reimbursed for this delivery according to the following Delivery Allowance Schedule (DAS). The DAS indicates the maximum dollar amount that will be paid for delivery from the contractor point of business, to the ordering entities desired location.

These prices will be added to the invoice when the vehicle is delivered.

The DAS will be used as follows. If the contractor point of business is in Albany (Region 3), and the desired delivery point is in White Plains (Region 5), the delivery charge will be \$245.00. This charge should be added to the invoice. Each contractor will only be concerned with their particular region (i.e., if the contractor point of business is in Region 1, the only row that will be utilized is the first one).

DAS - DELIVERY ALLOWANCE SCHEDULE

		Delivery to Region						
		Region	1	2	3	4	5	6
Location of Vendor	1		\$175	\$245	\$410	\$470	\$555	\$725
	2		\$245	\$175	\$245	\$275	\$310	\$555
	3		\$410	\$245	\$175	\$245	\$245	\$555
	4		\$470	\$245	\$245	\$175	\$470	\$705
	5		\$555	\$310	\$245	\$470	\$175	\$275
	6		\$725	\$555	\$555	\$705	\$275	\$175

SEE REGION LISTING ON NEXT PAGE

(continued)

PRICE & DELIVERY ALLOWANCES: (Cont'd)
DAS (Delivery Allowance Schedule) (Cont'd)

<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			State of
Niagara	Madison	Schenectady			New Jersey
Ontario	Oneida	Schoharie			
Orleans	Onondaga	Warren			
Schuyler	Oswego	Washington			
Seneca	Otsego				
Steuben	Tioga				
Wayne	Tompkins				
Wyoming					
Yates					

Changes to DAS - The DAS chart may be updated **November 1, 2007** and each year thereafter on November 1, in accordance with changes in the CPI (Series Id: CUUR0100SA0, CUUS0100SA0; Not Seasonally Adjusted; Area: Northeast urban; Item: All items) by comparing the CPI value for the September 2006 with the September CPI value for the year of renewal. For example, if the value for September 2007 was 227.8 and the value for September 2006 was 220.0 the DAS would increase by 3.45% (e.g., $227.8/220.2 = 1.034514 = 3.45\%$ rounded increase), effective November 1, 2007. Values in chart will be rounded to nearest five dollar amount (e.g., \$160 would increase to \$165; \$230 would increase to \$240; etc.)

Lower Pricing - The State reserves the right to negotiate lower pricing, or to advertise for bids, whichever is in the State's best interest as determined by the Commissioner, in the event of a significant decrease in market price of any product listed. In addition, if the contractor's normal pricing to the public or to the trade in general is less than the net/contract pricing with the application of a contract discount, etc., then the normal pricing to the public or to the trade in general shall also be granted to contract participants.

Government Mandated Program Price Adjustment - An adjustment in price may be permitted if a government mandated program such as a new standard for emissions takes effect and suitable documentation is furnished to the State and the State determines the requested price change is verifiable and is reasonable. Such a price adjustment may be permitted for only a limited time since such an adjustment would eventually be reflected in the MSRP.

Unworkable Price Structure - Should the price structure utilized by the parties become unworkable, detrimental or injurious to the State and/or Contractor or result in prices which are not truly reflective of current market conditions, and the price is deemed unreasonable or excessive by the Commissioner, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon 10 days written notice mailed to the contractor to terminate any contract resulting from this bid opening. If the contractor is unable or unwilling to meet contractual requirements in whole or in part based on an unworkable price structure, it shall immediately notify the State in order that the State may take appropriate action. Such notification shall be in writing and shall be directed to the Office of General Services, Procurement Services Group. Such notification shall not relieve the contractor of its responsibilities under the contract.

The State reserves the right to implement changes in price based on unforeseen factors such as dramatic changes in availability, delivery, costs, etc., for product, supplies, etc., that substantively affect the contractor's business processes or that may impact contract pricing. Such changes may be based on information from the U.S. Bureau of Labor Statistics, industry data, or other sources.

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ITEM 1A - 5-PASSENGER COMPACT FRONT WHEEL DRIVE SPORT UTILITY VEHICLE 4x2, 4 DOOR

Make and Model of Vehicle: **2009 FORD ESCAPE XLS, 4 Cylinder, 4 Door, 4x2 (U02)**

Unit Price: **\$14,554.58 plus DAS***

Discount on Options: **6%****

Contract Price Factor: **.6732*****

Delivery: **90 days A/R/O**

Vehicle will be equipped with all standard equipment for the model specified including the following:

2.3L DOHC SEFI 16-Valve I4 "Duratec" Engine	Carpeted Floor Covering Full
4-Speed Automatic Transmission w/OD	Cloth Front Low-Back Bucket Seats
Rear Window Defroster	Cloth 60/40 Split Tip-Fold-Flat Rear Bench Seat
Driver & Passenger Front Air Bags	4-Wheel Anti-Lock Brakes
	Air Conditioning
	AM/FM Stereo w/CD/Cassette Player, Clock

Note: A LISTING OF STANDARD AND AVAILABLE OPTIONS CAN BE FOUND AT: www.ford.com

CONTRACTOR, ITEM 1A: FAIRPORT FORD LLC

DAS REGION: 1 (Monroe County)

*Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

**This discount will be applied to the Manufacturer's Suggested Retail price (MSRP) of all options.

***This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all upgrades that the contractor may make available and on all model year substitutions.

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ITEM 1B - 5-PASSENGER COMPACT FRONT WHEEL DRIVE SPORT UTILITY VEHICLE 4x2, 4 DOOR

Make and Model of Vehicle: **2009 CHEVROLET HHR LS, 4 Door, 4x2 (1AT46)**

Unit Price: **\$15,170.97 plus DAS***

Discount on Options: **6%****

Contract Price Factor: **.7804*****

Delivery: **90 days A/R/O**

Vehicle will be equipped with all standard equipment for the model specified including the following:

ECOTEC 2.2L DOHC 16-Valve 4-Cylinder SFI Engine	Carpeted Floor Covering Full
4-Speed Automatic Transmission	Cloth Front Bucket, Rear 60/40 Split Folding Seats
Rear Window Defogger	4-Wheel Anti-Lock Brakes
Driver & Passenger Front Air Bags	Air Conditioning
	AM/FM Stereo w/CD & Digital Clock

Note: A LISTING OF STANDARD AND AVAILABLE OPTIONS CAN BE FOUND AT: www.chevrolet.com

CONTRACTOR, ITEM 1B: HOSELTON CHEVROLET, INC. DAS REGION: 1 (Monroe County)

*Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

**This discount will be applied to the Manufacturer's Suggested Retail price (MSRP) of all options.

***This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all upgrades that the contractor may make available and on all model year substitutions.

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ITEM 2 - 5-PASSENGER COMPACT ALL WHEEL DRIVE (AWD) SPORT UTILITY VEHICLE, 4 DOOR

Make and Model of Vehicle: **2009 CHEVROLET EQUINOX LS, 4 Door, AWD (1LG26)**

Unit Price: **\$20,967.13 plus DAS***

Discount on Options: **6%****

Contract Price Factor: **.7989*****

Delivery: **100 days A/R/O**

Vehicle will be equipped with all standard equipment for the model specified including the following:

3.4L V6 Engine	Carpeted Floor Covering Full
5-Speed Automatic Electronically Controlled Transmission	Cloth Front Bucket Seats
Rear Window Defogger	Cloth Rear Multi-Flex 60/40 Split
Driver & Passenger Front Air Bags	Back Bench Seat
	4-Wheel Anti-Lock Brakes
	Air Conditioning
	AM/FM Stereo w/CD Player & Digital Clock

Note: A LISTING OF STANDARD AND AVAILABLE OPTIONS CAN BE FOUND AT: www.chevrolet.com

CONTRACTOR, ITEM 2: HOSELTON CHEVROLET, INC. DAS REGION: 1 (Monroe County)

*Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

**This discount will be applied to the Manufacturer's Suggested Retail price (MSRP) of all options.

***This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all upgrades that the contractor may make available and on all model year substitutions.

(continued)

ITEM 3A - 5-PASSENGER FRONT WHEEL DRIVE SPORT UTILITY VEHICLE 4x2, 4 DOOR

Make and Model of Vehicle: **2009 FORD ESCAPE XLT, 6 Cylinder, 4 Door, 4x2 (U03)**
Unit Price: **\$18,022.13 plus DAS***
Discount on Options: **6%****
Contract Price Factor: **.7396*****
Delivery: **90 days A/R/O**

Vehicle will be equipped with all standard equipment for the model specified including the following:

3.0L DOHC SEFI 24-Valve V6 "Duratec" Engine	Carpeted Floor Covering Full
4-Speed Automatic Transmission w/OD	Premium Cloth Front Low-Back Bucket Seats
Rear Window Defroster	Premium Cloth 60/40 Split Tip-Fold-Flat
Driver & Passenger Front Air Bags	Rear Bench Seat
	4-Wheel Anti-Lock Brakes
	Air Conditioning
	AM/FM Stereo w/CD, Clock

Note: A LISTING OF STANDARD AND AVAILABLE OPTIONS CAN BE FOUND AT: www.ford.com

CONTRACTOR, ITEM 3A: FAIRPORT FORD LLC DAS REGION: 1 (Monroe County)

*Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).
**This discount will be applied to the Manufacturer's Suggested Retail price (MSRP) of all options.
***This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all upgrades that the contractor may make available and on all model year substitutions.

ITEM 3B - 5-PASSENGER FRONT WHEEL DRIVE SPORT UTILITY VEHICLE, 4x2, 4 DOOR

Make and Model of Vehicle: **2009 CHEVROLET EQUINOX LS, 6 Cylinder, 4 Door, 4x2 (1LF26)**
Unit Price: **\$19,210.85 plus DAS***
Discount on Options: **6%****
Contract Price Factor: **.7922*****
Delivery: **100 days A/R/O**

Vehicle will be equipped with all standard equipment for the model specified including the following:

3.4L OHV V6 Engine	Carpeted Floor Covering Full
5-Speed Automatic Electronically Controlled Transmission	Manhattan Cloth Front Bucket Seats
Rear Window Defroster	Manhattan Cloth Rear Multi-Flex 60/40 Split Bench Seat
Driver & Passenger Front Air Bags	4-Wheel Anti-Lock Brakes
	Air Conditioning
	AM/FM Stereo w/CD Player & Digital Clock

Note: A LISTING OF STANDARD AND AVAILABLE OPTIONS CAN BE FOUND AT: www.chevrolet.com

CONTRACTOR, ITEM 3B: HOSELTON CHEVROLET DAS REGION: 1 (Monroe County)

- *Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).
- **This discount will be applied to the Manufacturer's Suggested Retail price (MSRP) of all options.
- ***This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all upgrades that the contractor may make available and on all model year substitutions.

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ITEM 4 - 5-PASSENGER COMPACT REAR WHEEL DRIVE SPORT UTILITY VEHICLE, 4x2, 4 DOOR

NO AWARD

(continued)

ITEM 5 - 5-PASSENGER COMPACT SPORT UTILITY VEHICLE, 4x4, 4 DOOR

NO AWARD

ITEM 6A - 5-PASSENGER REAR WHEEL DRIVE SPORT UTILITY VEHICLE, 4x2, 4 DOOR

Make and Model of Vehicle: **2009 CHEVROLET TRAIL BLAZER LT, 4 Door, 4x2 (CS15506)**

Unit Price: **\$19,517.46 plus DAS***

Discount on Options: **6%****

Contract Price Factor: **.6926*****

Delivery: **100 days A/R/O**

Vehicle will be equipped with all standard equipment for the model specified including the following:

- | | |
|---|--|
| Vortec 4.2L I6 SFI Engine w/Transmission Oil Cooler | Carpeted Floor Covering Full |
| 4-Speed Automatic Electronically Controlled Transmission w/OD | Premium Cloth Front Bucket Seats |
| Rear Window Defroster | Premium Cloth 2nd Row Split-Folding Seat |
| Driver & Passenger Front Air Bags | 4-Wheel Anti-Lock Brakes |
| 5550# GVWR | Air Conditioning |
| Full Size Spare Tire and Wheel | AM/FM Stereo W/CD Player, Digital Clock |

Note: A LISTING OF STANDARD AND AVAILABLE OPTIONS CAN BE FOUND AT: www.chevrolet.com

CONTRACTOR, ITEM 6A: HOSELTON CHEVROLET, INC. DAS REGION: 1 (Monroe County)

*Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

**This discount will be applied to the Manufacturer's Suggested Retail price (MSRP) of all options.

***This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all upgrades that the contractor may make available and on all model year substitutions.

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ITEM 6B - 5-PASSENGER REAR WHEEL DRIVE SPORT UTILITY VEHICLE, 4x2, 4 DOOR

Make and Model of Vehicle: **2009 FORD EXPLORER XLT, 4 Door, 4x2 (U63)**

Unit Price: **\$19,422.50 plus DAS***

Discount on Options: **6%****

Contract Price Factor: **.6984*****

Delivery: **90 days A/R/O**

Vehicle will be equipped with all standard equipment for the model specified including the following:

- | | |
|-------------------------------------|--|
| 4.0L SOHC V6 Engine | Carpeted Floor Covering Full |
| 5-Speed Automatic Transmission w/OD | Cloth Low-Back Front Bucket Seats |
| Rear Window Defroster | Cloth 60/40 Split-Folding 2nd Row Seat |
| Driver & Passenger Front Air Bags | 4-Wheel Anti-Lock Brakes |
| Full Size Spare Tire and Wheel | Air Conditioning |
| 6010# GVWR | AM/FM 80 Watt Stereo w/CD/MP3/Clock |

Note: A LISTING OF STANDARD AND AVAILABLE OPTIONS CAN BE FOUND AT: www.ford.com

CONTRACTOR, ITEM 6B: FAIRPORT FORD LLC

DAS REGION: 1 (Monroe County)

*Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

**This discount will be applied to the Manufacturer's Suggested Retail price (MSRP) of all options.

***This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all upgrades that the contractor may make available and on all model year substitutions.

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ITEM 7A - 5-PASSENGER SPORT UTILITY VEHICLE, 4x4, 4 DOOR

Make and Model of Vehicle: **2009 JEEP GRAND CHEROKEE LAREDO, 4 Door, 4x4 (WKJH74)**
Unit Price: **\$21,169.84 plus DAS***
Discount on Options: **5%****
Contract Price Factor: **.6544*****
Delivery: **120 days A/R/O**

Vehicle will be equipped with all standard equipment for the model specified including the following:

3.7L V6 Engine	Carpeted Floor Covering Full
5-Speed Automatic Transmission	Cloth Low-Back Front Bucket Seats
Rear Window Defroster	Cloth 60/40 Folding Rear Seat
Driver & Passenger Front Air Bags	4-Wheel Anti-Lock Brakes
5900# GVWR	Air Conditioning
Full Size Spare Tire & Wheel	AM/FM Stereo w/CD Player, Clock

Note: A LISTING OF STANDARD AND AVAILABLE OPTIONS CAN BE FOUND AT: www.chrysler.com

CONTRACTOR, ITEM 7A: COLONIE MOTOR, INC. DAS REGION: 3 (Albany County)

*Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

**This discount will be applied to the Manufacturer's Suggested Retail price (MSRP) of all options.

***This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all upgrades that the contractor may make available and on all model year substitutions.

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ITEM 7B - 5-PASSENGER SPORT UTILITY VEHICLE, 4x4, 4 DOOR

Make and Model of Vehicle: **2009 CHEVROLET TRAIL BLAZER LT, 4 Door, 4x4 (CT15506)**
Unit Price: **\$21,620.00 plus DAS***
Discount on Options: **6%****
Contract Price Factor: **.7099*****
Delivery: **100 days A/R/O**

Vehicle will be equipped with all standard equipment for the model specified including the following:

Vortec 4.2L I6 SFI Engine w/Transmission Oil Cooler	Carpeted Floor Covering Full
4-Speed Automatic Electronically Controlled Transmission w/OD	Premium Cloth Front Bucket Seats
Rear Window Defroster	Premium Cloth 2nd Row Split-Folding Seat
Driver & Passenger Front Air Bags	4-Wheel Anti-Lock Brakes
5750# GVWR	Air Conditioning
Full Size Spare Tire and Wheel	AM/FM Stereo W/CD Player, Digital Clock

Note: A LISTING OF STANDARD AND AVAILABLE OPTIONS CAN BE FOUND AT: www.chevrolet.com

CONTRACTOR, ITEM 7B: HOSELTON CHEVROLET, INC. DAS REGION: 1 (Monroe County)

*Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

**This discount will be applied to the Manufacturer's Suggested Retail price (MSRP) of all options.

***This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all upgrades that the contractor may make available and on all model year substitutions.

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ITEM 8 - 6-PASSENGER MID-SIZE SPORT UTILITY VEHICLE, 4x2, 4 DOOR

Make and Model of Vehicle: **2009 DODGE DURANGO SXT, 4 Door, 4x2 (HB1M74)**
Unit Price: **\$19,610.85 plus DAS***
Discount on Options: **5%****
Contract Price Factor: **.6650*****
Delivery: **120 days A/R/O**

Vehicle will be equipped with all standard equipment for the model specified including the following:

4.7L V8 "Magnum" Engine	Carpeted Floor Covering Full
4-Speed Automatic Transmission	Cloth Low-Back Front Bucket Seats
Rear Window Defroster	Cloth 2nd Row 40/20/40 Folding Split Bench Seat
Driver & Passenger Front Air Bags	Cloth 2-Passenger 3rd Row Seat
6400# GVWR	4-Wheel Anti-Lock Brakes
Full Size Spare Tire & Wheel	Air Conditioning
	AM/FM Stereo w/CD Player, Clock

Note: A LISTING OF STANDARD AND AVAILABLE OPTIONS CAN BE FOUND AT: www.dodge.com

CONTRACTOR, ITEM 8: WARNOCK AUTOMOTIVE **DAS REGION: USE REGION 6**

*Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

**This discount will be applied to the Manufacturer's Suggested Retail price (MSRP) of all options.

***This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all upgrades that the contractor may make available and on all model year substitutions.

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ITEM 9 - 6-PASSENGER MID-SIZE SPORT UTILITY VEHICLE, 4x4, 4 DOOR

Make and Model of Vehicle: **2009 DODGE DURANGO SXT, 4 Door, 4x4 (HB5M74)**

Unit Price: \$21,188.62 **plus DAS***

Discount on Options: 5%**

Contract Price Factor: .6682***

Delivery: 120 days A/R/O

Vehicle will be equipped with all standard equipment for the model specified including the following:

4.7L V8 "Magnum" Engine	Carpeted Floor Covering Full
5-Speed Automatic Transmission	Cloth Low-Back Front Bucket Seats
Rear Window Defroster	Cloth 2nd Row 40/20/40 Folding Split Bench Seat
Driver & Passenger Front Air Bags	Cloth 2-Passenger 3rd Row Seat
6700# GVWR	4-Wheel Anti-Lock Brakes
Full Size Spare Tire & Wheel	Air Conditioning
	AM/FM Stereo w/CD Player, Clock

Note: A LISTING OF STANDARD AND AVAILABLE OPTIONS CAN BE FOUND AT: www.dodge.com

CONTRACTOR, ITEM 9: WARNOCK AUTOMOTIVE

DAS REGION: USE REGION 6

*Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

**This discount will be applied to the Manufacturer's Suggested Retail price (MSRP) of all options.

***This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all upgrades that the contractor may make available and on all model year substitutions.

(continued)

ITEM 10 - 9-PASSENGER FULL SIZE SPORT UTILITY VEHICLE, 4x2, 4 DOOR

Make and Model of Vehicle: **2009 CHEVROLET SUBURBAN 2500 LS, 4 Door, 4x2 (CC20906)**
Unit Price: **\$32,294.93 plus DAS***
Discount on Options: **6%****
Contract Price Factor: **.7796*****
Delivery: **100 days A/R/O**

Vehicle will be equipped with all standard equipment for the model specified including the following:

Vortec 6.0L V8 SFI Engine	Carpeted Floor Covering Full
4-Speed Automatic Heavy Duty, Electronically Controlled Transmission w/OD	Custom Cloth 40/20/40 Split Bench Front 3-Passenger Seat
Rear Window Defogger	Custom Cloth 60/40 Split-Folding 2nd Row 3-Passenger Seat
Driver & Passenger Front Air Bags	Custom Cloth 50/50 Split Bench 3rd Row 3-Passenger Seat
8600# GVWR	4-Wheel Anti-Lock Brakes
Full Size Spare Tire & Wheel	Air Conditioning
	AM/FM Stereo w/MP3 Compatible CD Player, Digital Clock

Note: A LISTING OF STANDARD AND AVAILABLE OPTIONS CAN BE FOUND AT: www.chevrolet.com

CONTRACTOR, ITEM 10: HOSELTON CHEVROLET **DAS REGION: 1 (Monroe County)**

*Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

**This discount will be applied to the Manufacturer's Suggested Retail price (MSRP) of all options.

***This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all upgrades that the contractor may make available and on all model year substitutions.

(continued)

ITEM 11 - 9-PASSENGER FULL SIZE SPORT UTILITY VEHICLE, 4x4, 4 DOOR

Make and Model of Vehicle: **2009 CHEVROLET SUBURBAN 2500 LS, 4 Door, 4x4 (CK20906)**
Unit Price: **\$34,823.28 plus DAS***
Discount on Options: **6%****
Contract Price Factor: **.7867*****
Delivery: **100 days A/R/O**

Vehicle will be equipped with all standard equipment for the model specified including the following:

Vortec 6.0L V8 SFI Engine	Carpeted Floor Covering Full
4-Speed Automatic Heavy Duty, Electronically Controlled Transmission w/OD	Custom Cloth 40/20/40 Split Bench Front 3-Passenger Seat
Rear Window Defogger	Custom Cloth 60/40 Split-Folding 2nd Row 3-Passenger Seat
Driver & Passenger Front Air Bags	Custom Cloth 50/50 Split Bench 3rd Row 3-Passenger Seat
8600# GVWR	4-Wheel Anti-Lock Brakes
Full Size Spare Tire & Wheel	Air Conditioning
	AM/FM Stereo w/MP3 Compatible CD Player, Digital Clock

Note: A LISTING OF STANDARD AND AVAILABLE OPTIONS CAN BE FOUND AT: www.chevrolet.com

CONTRACTOR, ITEM 11: HOSELTON CHEVROLET **DAS REGION: 1 (Monroe County)**

*Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

**This discount will be applied to the Manufacturer's Suggested Retail price (MSRP) of all options.

***This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all upgrades that the contractor may make available and on all model year substitutions.

(continued)

ITEM 12 - 5-PASSENGER MID-SIZE POLICE SPORT UTILITY VEHICLE, 4x2, 4 DOOR

Make and Model of Vehicle: **2009 CHEVROLET TAHOE POLICE, PPV, 4 Door, 4x2 (CC10706)**

Unit Price: **\$24,697.70 plus DAS***

Discount on Options: **6%****

Contract Price Factor: **.7688*****

Delivery: **120 days A/R/O**

Vehicle will be equipped with all standard equipment for the model specified including the following:

Vortec 5.3L V8 SFI Flex Fuel Engine	Carpeted Floor Covering Full
4-Speed Automatic Electronically	Custom Cloth Front Bucket, 6-Way Power (Driver) Seats
Controlled Transmission w/OD	Rear Bench Seat
Rear Window Defroster	4-Wheel Anti-Lock Brakes
Driver & Passenger Front Air Bags	Air Conditioning Front & Rear
Full Size Spare Tire & Wheel	AM/FM Stereo w/MP3 Compatible CD Player, Digital Clock

Note: A LISTING OF STANDARD AND AVAILABLE OPTIONS CAN BE FOUND AT: www.chevrolet.com

CONTRACTOR, ITEM 12: ACTION CHEVROLET, INC. DAS REGION: 3 (Rensselaer County)

*Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

**This discount will be applied to the Manufacturer's Suggested Retail price (MSRP) of all options.

***This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all upgrades that the contractor may make available and on all model year substitutions.

(continued)

ITEM 13 - 6-PASSENGER MID-SIZE SPORT UTILITY VEHICLE, 4x4, 4 DOOR

Make and Model of Vehicle: **2009 CHEVROLET TAHOE SPECIAL SERVICE VEHICLE,
4 Door, 4x4 (CK10706)**

Unit Price: \$27,230.34 **plus DAS***

Discount on Options: 6%**

Contract Price Factor: .7789***

Delivery: 120 days A/R/O

Vehicle will be equipped with all standard equipment for the model specified including the following:

Vortec 5.3L V8 SFI Flex Fuel Engine	Carpeted Floor Covering Full
4-Speed Automatic Electronically Controlled Transmission w/OD	Custom Cloth 40/20/40 Split Bench Seat Rear Bench Seat
Rear Window Defroster	4-Wheel Anti-Lock Brakes
Driver & Passenger Front Air Bags	Air Conditioning Front & Rear
Full Size Spare Tire & Wheel	AM/FM Stereo w/MP3 Compatible CD Player, Digital Clock

Note: A LISTING OF STANDARD AND AVAILABLE OPTIONS CAN BE FOUND AT: www.chevrolet.com

CONTRACTOR, ITEM 13: HOSELTON CHEVROLET, INC. DAS REGION: 1 (Monroe County)

*Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

**This discount will be applied to the Manufacturer's Suggested Retail price (MSRP) of all options.

***This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all upgrades that the contractor may make available and on all model year substitutions.

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

(continued)

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

NOTE TO AGENCY:

When placing purchase orders against the contract(s) please forward the "Procurement Services Group Copy" of the purchase order to: Senior Mechanical Inspector - OGS Procurement Services Group, 37th Floor Tower Bldg., Empire State Plaza - Albany, NY 12242.

PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.state.ny.us).

DELIVERY:

General - Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order (ARO). Time is of the essence in regard to the delivery of vehicles. Product will be required as soon as possible by an agency issuing a purchase order.

Purchase Order Instructions - Delivery shall be made in accordance with instructions on purchase order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group. (SEE ALSO SEPARATE CLAUSE ON "PURCHASE ORDERS AND INVOICES".)

Expansion of Delivery Points - Upon mutual agreement, delivery locations may be expanded per the "Non-State Agencies Participation in Centralized Contracts", "Extension of Use" and "Extension of Prices Commitment" clauses incorporated herein.

Condition On Delivery - Each vehicle shall be completely serviced. The servicing program shall include not less than the following: engine tune-up, lubrication, wheel alignment, front wheel balancing, wiring check, body conditioning and all other inspections and tests normally performed on a new vehicle.

If a vehicle is delivered with minor deviations or improper servicing, the contractor must arrange to have the necessary work done within 48 hours (exclusive of Saturdays, Sundays and Holidays) after receipt of written notification from the agency and/or the Office of General Services. Otherwise, the corrections shall be made at contractor's expense.

No name other than the manufacturer's shall appear on the vehicle.

At point of acceptance the vehicle odometer reading shall not exceed, in miles, the distance between the contractor's place of business and the point of delivery plus 50 miles. Any vehicle exceeding these terms in miles will be charged \$5.00 for each mile up to 100 miles and \$10.00 per mile for each mile over 100 miles.

This charge shall be deducted from the purchase order price for each vehicle delivered against each purchase order. Vehicles exceeding the aforementioned miles by more than 300 miles may be rejected.

DMV Inspection - All vehicles must be delivered with complete NYS Inspections. In the event that a vehicle is delivered uninspected, \$100 will be deducted from the invoice by the agency to cover the cost of the inspection and to compensate for time.

(continued)

DELIVERY: (Cont'd)

Delivery Certification - Contractor shall secure a signed receipt from agency certifying to delivery of vehicle. In the event deficiencies are later noted and a properly signed receipt is not available, contractor will be responsible.

Shipping Dates And Delivery Time -

- **Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order.**
- Contractor shall provide ordering agency with anticipated shipping date of completed vehicle with written acknowledgement of order.
- Contractor shall furnish the agency with written acknowledgement of the shipping date at least two weeks prior to shipment.
- If shipment will not be made within the delivery time, the contractor is required to notify the agency in writing at least two weeks prior to the latest date of the original delivery obligation. This notification must include the reasons for the delay and the latest date the vehicle will be shipped. Should the delay not be acceptable to the using agency, appropriate contract default proceedings will be initiated. Failure to supply timely written notification of delay may be cause for default proceedings.
- All correspondence on shipping dates and delivery time shall be directed to the ordering agency's contact person.

Default on Delivery - If during the contract period, the vehicles become unavailable or cannot be supplied for any reason (except as provided for in the Savings Clause of the General Specifications), a vehicle deemed by Office of General Services, Procurement Services Group to be equal, must be supplied. If a substitute is not available or acceptable, then a similar vehicle from the next model year will be supplied at the same price. In addition, the order may be canceled and the vehicle purchased from other sources, and the contractor will reimburse the agency for all excess costs over the contract price. The defaulting contractor may be removed from the Mailing List.

Liquidated Damages - In the event of a delay or default in any delivery, providing such delay or default is directly attributable to the contractor, the agency shall be entitled to and shall assess against the contractor as liquidated damages and not by way of penalty, a sum calculated as follows:

Ten dollars per day per vehicle to compensate for delay, and other loses, detriments and inconveniences attendant upon such delay from the end of the grace period commencing from the time delivery was due under the contract. A grace period of seven calendar days commencing on and including the contract date for delivery shall be extended to the vendor prior to the assessment of such liquidated damages. Notice is hereby given to the vendor that despite the extensions of the grace period herein specified - TIME SHALL BE AND IS OF THE ESSENCE IN REGARD TO DELIVERY OF THE VEHICLES.

Liquidated damages, if assessed, shall be deducted from the purchase order price for each vehicle delivered against such purchase order.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in 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 "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. 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 (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

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EXTENSION OF USE:

This contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

EXTENSION OF PRICES COMMITMENT:

The contractor agrees to honor all orders from State Agencies, Political Subdivisions and others authorized by law (see "Extension of Prices" clause) which are in compliance with the pricing, terms, and conditions set forth in this contract document.

Any unilateral limitations/restrictions imposed by the contractor and/or manufacturer on eligible contract users will be grounds for rejection of the bid or cancellation of the contract. If a contract, or any portion thereof, is canceled for this reason, any additional costs incurred by the eligible purchaser will be borne by the contractor.

CONTRACT PERIOD AND EXTENSION:

General - The contract shall commence with the date of award and may terminate upon the manufacturers production build-out date or depletion of all stocks, whichever occurs last. Contractor will notify the Office of General Services in writing of the manufacturer's production build-out date. Such notification must be submitted immediately upon the contractor being notified by the manufacturer.

The State intends to keep contract(s) in effect for multiple model years through MY2009.

Notwithstanding the foregoing, a contract shall be terminated by the issuance of a contract award for the same or substitute commodity for the next applicable contract period.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract of five (5) years.

Unilateral Short Term Extension by the State - In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each six-month period, or termination of contract model year availability. The reports shall be in the following format:

Customer	Manufacturer	Model No.	Item No.	Quantity	Unit Price (Delivered)	Total (Quantity x Unit Price)
Town of ABC	Acme	123		2	\$30,000.00	\$60,000.00
County EFG	Beta	456		1	\$38,000.00	\$38,000.00
State Agency HIJ	Theta	789		4	\$35,000.00	\$140,000.00
NYS POLICE	Beta	456		10	\$32,000.00	\$320,000.00

The report is to be submitted to the Procurement Services Group, NYS Office of General Services, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Invitation for Bids Number, Contract Number, sales period, and contractor's name. The State reserves the right to modify format to meet specific contract extension or re-bid needs, per request.

Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

Failure to submit the required report may be cause for disqualification of contractor for future contracts.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the product(s) included in Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase product(s) from sources other than the contractor provided that such product(s) are substantially similar in function, form or utility to the product(s) 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 Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

DEFAULT ON DELIVERY:

If during the contract period, the vehicles become unavailable or cannot be supplied for any reason (except as provided for in the Savings Clause of the General Specifications), a vehicle deemed by Office of General Services, Procurement Services Group to be equal, must be supplied. If a substitute is not available or acceptable, then a similar vehicle from the next model year will be supplied at the same price. In addition, the order may be canceled and the vehicle purchased from other sources, and the contractor will reimburse the agency for all excess costs over the contract price. The defaulting contractor may be removed from the Mailing List.

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LIQUIDATED DAMAGES:

In the event of a delay or default in any delivery, providing such delay or default is directly attributable to the contractor, the agency shall be entitled to and shall assess against the contractor as liquidated damages and not by way of penalty, a sum calculated as follows:

Ten dollars per day per vehicle to compensate for delay, and other losses, detriments and inconveniences attendant upon such delay from the end of the grace period commencing from the time delivery was due under the contract. A grace period of seven calendar days commencing on and including the contract date for delivery shall be extended to the vendor prior to the assessment of such liquidated damages. Notice is hereby given to the vendor that despite the extensions of the grace period herein specified - TIME SHALL BE AND IS OF THE ESSENCE IN REGARD TO DELIVERY OF THE VEHICLES.

Liquidated damages, if assessed, shall be deducted from the purchase order price for each vehicle delivered against such purchase order.

BASIC WARRANTY:

See "Warranties" in Appendix B, OGS General Specifications.

Normal wear and tear items will be warranted in accordance with Manufacturer's Standard Warranty.

The contractor shall warrant the vehicle and furnished equipment against parts failure or malfunction due to design, construction or installation errors, defective workmanship, and missing or incorrect parts.

Where accessories are to be supplied, they must be compatible with the rest of the product.

The manufacturer's standard warranty will apply.

Warranties shall be honored by all the manufacturer's dealers in New York State.

The warranty period for all coverage shall begin on the date vehicle is accepted or put in service, whichever occurs last. Agency will notify manufacturer the date vehicle is placed in service and odometer reading.

Except that, where cars develop chronic failures during the warranty period, contractor shall extend the warranty period for an equal period of time as indicated in the original warranty.

OPERATORS MANUAL:

The contractor shall furnish one operator's manual with each vehicle.

MOTOR VEHICLE REGULATIONS:

Each vehicle delivered shall comply with all applicable laws and regulations of the New York State and the Federal Government in effect on the date of manufacture.

ADVERTISING:

Any contractor advertisements, promotional literature and/or contract description(s) of contract awards must be reviewed and approved by the Office of General Services, Procurement Services Group prior to issuance.

EMISSIONS CONTROLS:

Vehicles and engines shall comply with all applicable Federal, State and Local laws and regulations in effect on the date of manufacture.

AVAILABILITY:

Vehicles may be sold from existing stock if they are in compliance with the contract specifications and pricing. In no way should options be added to these vehicles without the consent of the ordering entity. In all cases option pricing should be in accordance with contract requirements.

Contractors should not pre-order vehicles for the contract with options or option packages not typically purchased under this contract. Contract users are encouraged to contact the Office of General Services, Procurement Services Group if they are being asked to purchase elaborately optioned vehicles from pre-existing stock in lieu of normal contract vehicles.

The State may permit the substitution of a new replacement model or a new replacement product line if the model series or the product line originally awarded becomes unavailable, is discontinued, replaced, etc. by the OEM. The contract price factor will continue to be applied to the MSRP for the replacement.

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RECALLS:

The contractor must immediately notify the Office of General Services, Procurement Services Group of any recalls pertaining to contract vehicles.

FORD FIN CODE NUMBER:

Ford Motor Company FIN Code Number: New York State and Ford Motor Company have reached an understanding regarding Ford's FIN Code requirements. For further information, please contact Bill Giunta, Government Sales Manager, Ford Motor Company at (609) 266-4040.

OPTIONS, ACCESSORIES, EQUIPMENT, ETC., TO BE ADDED OR DELETED FROM SPECIFIED VEHICLE:

General - The contractor must offer the vehicle specified with all the features, options, accessories, equipment, specified.

Subsequently, after award, participating agencies may purchase the specified vehicle and choose to have options, accessories, equipment, features, products, etc., (hereafter referred to as "options") added or deleted. Such options will generally be considered "OEM" (original equipment manufacturer), but may be from other suppliers that the OEM may utilize and/or may be considered part of the OEM's standard line of products for the vehicle involved. The options would normally be readily available from the "factory" when the OEM is building the vehicle and would normally be expected to be listed in the OEM's offering of options. Such options would be expected to be listed in vehicle publications such as the "PC Car Book".

Deletions - It is anticipated that contract users may delete options that have been required by the solicitation's specifications for the base vehicle involved. Contractors will be required to honor all such deletions.

When an option is being deleted, the contractor must give the contractor's full cost (invoice price from manufacturer) of the option, as shown in the PC Car Book. If the option is not in the PC Car Book, the contractor must provide documentation showing the contractor's cost for the option.

Any deletion must clearly show on invoice and clearly show cost deduction.

Additions - It is anticipated that contract users may add options above and beyond that which have been required by the solicitation's specifications for the vehicle involved. Contractor shall be required to honor all such additions.

When an option is being added, the contractor must give the MSRP (manufacturer's standard retail price/full list price) of the option, as shown in the PC Car Book. If the option is not in the PC Car Book, the contractor must provide documentation showing the contractor's price for the option.

The percent discount bid and shown in the contract shall be applied to the MSRP to yield a net/contract price for the option. The percent discount shall be understood to include and account for any and all labor, installation, fittings, connections, etc., that might be need to attach the option to the vehicle so that it operates to its full design capabilities; there shall be no additional up-charges, fees, etc., for adding OEM options.

Any addition must clearly show on invoice and clearly show the MSRP, the application of the percent discount and the resultant net contract price. **EXCEPTIONS:**

- ❖ ***Non-OEM Option*** - *If an option is not "OEM", then the contractor may add normal labor, etc., to install such option. The percent discount shall not apply to such labor, etc., provided the charges are no more than what is charged to the public at large.*
- ❖ ***Special Value Option*** - *If a situation exists where the contractor sells an option to the public at large with pricing that is lower than the application of the bid/percent discount to the MSRP, then the price that is charged to the public at large should be charged to contract participants. This should be clearly shown on the invoice as a "Special Value" or by some other phrase or identifying designation.*

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OPTIONS, ACCESSORIES, EQUIPMENT, ETC., TO BE ADDED OR DELETED FROM SPECIFIED VEHICLE:
(Cont'd)

Upgraded Models - Upgrades will be allowed and covered under a contract resulting from this solicitation. Upgrades can be made to the base contract vehicle and will be covered as a contract purchase.

An example of an acceptable upgrade would be to change the vehicle from an S to ST.

Examples of unacceptable upgrades would be to change the vehicles from:

- ❖ 1/2 ton to 3/4 ton
- ❖ 7 passenger to 12 passenger or front wheel drive to rear wheel drive
- ❖ four door sedan to a hatchback or to a station wagon.

The cost of the upgrade shall be calculated by taking the difference in the MSRP's (the difference between the MSRP for the higher priced upgraded model and the MSRP for the lower priced base contract model) and applying the discount bid for that ITEM. NOTE: If the upgrade includes an option that was required by the solicitation's specifications for the base vehicle involved, the cost for such option (as noted in Chrome Data's PC Car Book program) must be deducted from the upgrade. This is illustrated with the following example:

- ❖ The solicitation's specification called for a Chevrolet Trail Blazer LS and required remote keyless entry, an option with a \$175 cost. If this vehicle is upgraded to an LT, the MSRP difference is \$2,925. However, the remote keyless entry is included with this upgrade. The cost of the remote keyless entry must be deducted from this:

(\$2,925 MSRP difference) minus (\$175 cost) = \$2,750

If contract price factor is 0.88, then the 0.88 discount is applied to \$2,750;

0.88 times \$2,750 = \$2,420.00 = net contract addition allowed for upgrade.

Questions About Options - Any questions on options should be directed to the PSG Designated Contract.

PURCHASE ORDERS AND INVOICING:

General - All orders and invoices/vouchers should include the contract number and a line by line listing of separate charges. Also, there should be a specific listing of the value from the "DAS" – Delivery Allowance Schedule, if there is a "DAS". All matters pertaining to registration and licensing are the responsibility of the ordering agency. Agencies may add or delete equipment to obtain a vehicle that best suits their needs.

Orders Involving Price Lists - Purchase orders are to include the following information when product is purchased from a price list:

- The name number and date of the price list.
- Product description.
- Product code/manufacturer number.
- Full List Price/MSRP for each product/option/accessory.
- Discount or price factor as applicable.
- Calculation of net, contract price.
- Specific designation of special price which may be better than the application of the discount.

Invoices - Contract users are instructed not to process invoices without needed information. Invoices must be detailed and include **all** of the following:

- Contract Number
- Purchase Order Number
- Item Number
- Line item breakdown of all charges:
 - If options are purchased, they must be listed separately, line by line on the same invoice as the vehicle.
 - Delivery charges (if applicable), only as listed in the Delivery Allowance Schedule (DAS), must also be listed separately. Delivery charges above and beyond that listed in the DAS will **NOT** be permitted.
- Line item breakdown of any deletion:
 - Contractor's cost (invoice amount from contractor's supplier/OEM factory) to be shown.

Failure to comply may result in lengthy payment delays.

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PURCHASE ORDERS AND INVOICING: (Cont'd)

MSRP Verification - Agencies may (and should) verify MSRP information, especially for options. Websites with MSRP information include:

Edmunds:	http://www.edmunds.com/ and http://www.edmunds.com/new/index.html
Kelly Blue Book:	http://www.kbb.com/ and http://www.kbb.com/kb/ki.dll/ke.kb.sp?kbb&&newCars;slp
Intelli Choice:	http://www.intellichoice.com/
NADA:	http://www.nadaguides.com/ and http://www.nadaguides.com/autohome2.aspx?Lnk=1&wSec=10&wPr=0&wPg=2111
Yahoo:	http://autos.yahoo.com/

SERVICE:

Service by authorized dealers, must be available within New York State. Prior to delivery, each vehicle shall be completely serviced by the contractor or by an authorized dealer of the manufacturer in a service shop within New York State. Service shall include not less than the following: Lubrication; wash; engine tune-up; wheel alignment; body condition and all other checks and adjustments required for proper complete servicing of a new vehicle. It shall be the contractor's responsibility to insure that all equipment is properly installed.

EQUIPMENT:

All items of standard equipment which are normally provided by the manufacturer shall be furnished unless such items are expressly deleted by this office or are specified to be other than standard. When optional equipment is specified, all components listed in the manufacturer's data book as being included with the option shall be furnished.

Everything that normally is provided as standard by the manufacturer with the make and model bid must be included, regardless of whether the specification calls for the item or not.

EXAMPLE:

- All Equipment must be OEM factory installed if available.
- All Sport Utility Vehicles must include all standard and any additional required equipment that is listed on each page plus the following:
 - Driver Side Airbag
 - Passenger Side Airbag
 - AM/FM Stereo with Digital Clock
 - Automatic Transmission
 - 4-Wheel Anti-Lock Brakes
 - Air Conditioning
 - Cloth Seating
 - Floor Carpeting (Full)

NOTE:

All items required must be factory installed. In the event an item is unavailable from the factory, this office must be notified and approval of a non-factory item must be requested.

WARNING LIGHTS:

Vehicle warning lights, siren or lightbars of any type may be purchased under Group 30304. It is suggested that contract users evaluate this contract to determine the best option available for the purchase of these items.

(continued)

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See also "Contract Billings" in Appendix B, OGS General Specifications and separate clause herein on "PURCHASE ORDERS AND INVOICING".

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).

POOR PERFORMANCE:

Agencies 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 agency should also be reported to Customer Services:

Office of General Services	Tel: 518/474-6717
Procurement Services Group	Fax: 518/474-2437
Customer Services Coordination	E-mail: customer.services@ogs.state.ny.us
37th Floor Corning Tower	
Empire State Plaza	
Albany, NY 12242	

(continued)

**State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
Customer Services, 37th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242

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