

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21895](#)

DATE: May 14, 2012

GROUP: 40410 - POLICE VEHICLES (Including
Police PPV and Special Service
Vehicles) (2011 Model Year)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Sandra Nolan
Purchasing Officer I
518-474-5040
sandra.nolan@ogs.ny.gov

CONTRACT PERIOD: See "Contract Period" Clause

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR/: Hoselton Chevrolet, Inc.

CONTRACT NO.: PC64892

SUBJECT: VEHICLE BUILD-OUT

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

For the procurement record, the build out date for the **Chevy Tahoe** was **March 15, 2012**, and the manufacturer is no longer accepting any orders for these models.

Future model years of police vehicles, when they become available from the manufacturer, will be offered under the statewide light duty vehicles contract, Group 40451.

All other terms and conditions remain the same. Please attach this memorandum to your Notice of Contract Award.

New York State Office Of General Services
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<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21895](#)

DATE: March 28, 2012

GROUP: 40410 - POLICE VEHICLES (Including
Police PPV and Special Service
Vehicles) (2011 Model Year)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Sandra Nolan
Purchasing Officer I
518-474-5040
sandra.nolan@ogs.ny.gov

CONTRACT PERIOD: See "Contract Period" Clause

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR/: Hoselton Chevrolet, Inc.

CONTRACT NO.: PC64892

SUBJECT: VEHICLE BUILD-OUT

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The build out date for the **Chevy Impala** is **April 19, 2012**.

Build-Out Date indicates that the manufacturer is no longer accepting any orders for these models. It is recommended that the **contractor receive orders five (5) days before the build-out date** to allow processing time.

The build-out date listed is subject to change and subsequent P-Memos will be issued if necessary.

All other terms and conditions remain the same.

Please attach this memorandum to your Notice of Contract Award.

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<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21895](#)

DATE: September 8, 2011

GROUP: 40410 - POLICE VEHICLES (Including
Police PPV and Special Service
Vehicles) (2011 Model Year)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Sandra Nolan
Purchasing Officer I
518-474-5040
sandra.nolan@ogs.ny.gov

CONTRACT PERIOD: See "Contract Period" Clause

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR/: Hoselton Chevrolet, Inc.

CONTRACT NO.: PC64892

SUBJECT: VEHICLE MODEL SUBSTITUTION

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The above mentioned contractor has agreed to substitute **2012** model year vehicles at **2011** contract prices for the items mentioned below.

<u>ITEM</u>	<u>VEHICLE</u>
1	Chevrolet Impala (1WS19)
5	Chevrolet Tahoe (CK10706)

All other terms and conditions remain the same.

Please attach this memorandum to your Notice of Contract Award.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21895](#)

DATE: May 9, 2011

GROUP: 40410 - POLICE VEHICLES (Including
Police PPV and Special Service
Vehicles) (2011 Model Year)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Dawn Curley
Purchasing Officer I
518-474-2802
dawn.curley@ogs.ny.gov

CONTRACT PERIOD: See "Contract Period" Clause

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/: WARNOCK AUTOMOTIVE INC. D/B/A/ WARNOCK FLEET.

CONTRACT NO.: PC64893

SUBJECT: REVISED - BUILD OUT DATE FOR FORD EXPEDITION

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The build out date for the Ford Expedition is now **May 27, 2011**.

* Build-Out Date indicates that the manufacturer is no longer accepting any orders for these models. It is recommended that the contractor receive orders five (5) days before the build-out date to allow processing time.

The build-out date listed is subject to change and subsequent P-Memos will be issued if necessary.

All other terms and conditions remain the same. Please attach this memorandum to your Notice of Contract Award.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21895](#)

DATE: March 10, 2011

GROUP: 40410 - POLICE VEHICLES (Including
Police PPV and Special Service
Vehicles) (2011 Model Year)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Dawn Curley
Purchasing Officer I
518-474-2802
dawn.curley@ogs.state.ny.us

CONTRACT PERIOD: See "Contract Period" Clause

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/: HOSELTON CHEVROLET, INC.

CONTRACT NO.: PC64892

SUBJECT: BUILD OUT DATE FOR TAHOE SSV – SEO ORDERS

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The build out date for the Tahoe SSV is **May 26, 2011**, however, if you are ordering a Tahoe SSV with Special Equipment Options (SEO) then the build out date is **May 6, 2011**.

* Build-Out Date indicates that the manufacturer is no longer accepting any orders for these models. It is recommended that the contractor receive orders five (5) days before the build-out date to allow processing time.

The build-out date listed is subject to change and subsequent P-Memos will be issued if necessary.

All other terms and conditions remain the same. Please attach this memorandum to your Notice of Contract Award.

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Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21895](#)

DATE: March 1, 2011

GROUP: 40410 - POLICE VEHICLES (Including
Police PPV and Special Service
Vehicles) (2011 Model Year)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Dawn Curley
Purchasing Officer I
518-474-2802
dawn.curley@ogs.state.ny.us

CONTRACT PERIOD: See "Contract Period" Clause

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/: HOSELTON CHEVROLET, INC.

CONTRACT NO.: PC64892

SUBJECT: BUILD OUT DATE FOR IMPALA AND TAHOE SSV

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Chevrolet has announced the build out dates for the 2011 model year Impala and Tahoe SSV Vehicles as follows:

<u>Item #</u>	<u>Description</u>	<u>Build Out Date</u>
1	Impala	March 4, 2011
5	Tahoe SSV	May 26, 2011

* Build-Out Date indicates that the manufacturer is no longer accepting any orders for these models. It is recommended that the contractor receive orders five (5) days before the build-out date to allow processing time.

The build-out date listed is subject to change and subsequent P-Memos will be issued if necessary.

All other terms and conditions remain the same. Please attach this memorandum to your Notice of Contract Award.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21895](#)

DATE: January 12, 2011

GROUP: 40410 - POLICE VEHICLES (Including
Police PPV and Special Service
Vehicles) (2011 Model Year)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Dawn Curley
Purchasing Officer I
518-474-2802
dawn.curley@ogs.state.ny.us

CONTRACT PERIOD: See "Contract Period" Clause

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/: WARNOCK AUTOMOTIVE INC. D/B/A WARNOCK FLEET

CONTRACT NO.: PC64893

SUBJECT: BUILD OUT DATE FOR FORD EXPEDITION (ITEM 6)

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Ford has announced that the build out date for the 2011 model year Ford Expedition Special Service Vehicle is **June 10, 2011**.

* Build-Out Date indicates that the manufacturer is no longer accepting any orders for these models. It is recommended that the contractor receive orders five (5) days before the build-out date to allow processing time.

The build-out date listed is subject to change and subsequent P-Memos will be issued if necessary.

All other terms and conditions remain the same. Please attach this memorandum to your Notice of Contract Award.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21895](#)

DATE: December 29, 2010

GROUP: 40410 - POLICE VEHICLES (Including
Police PPV and Special Service
Vehicles) (2011 Model Year)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Dawn Curley
Purchasing Officer I
518-474-2802
dawn.curley@ogs.state.ny.us

CONTRACT PERIOD: See "Contract Period" Clause

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/: WARNOCK AUTOMOTIVE INC. D/B/A WARNOCK FLEET

CONTRACT NO.: PC64893

SUBJECT: BUILD OUT DATE FOR CROWN VICTORIA (ITEM 2)

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Ford has announced that the build out date for the 2011 model year Crown Victoria Police Interceptor is **March 1, 2011**.

* Build-Out Date indicates that the manufacturer is no longer accepting any orders for these models. It is recommended that the contractor receive orders five (5) days before the build-out date to allow processing time.

The build-out date listed is subject to change and subsequent P-Memos will be issued if necessary.

All other terms and conditions remain the same. Please attach this memorandum to your Notice of Contract Award.

New York State Office Of General Services
Procurement Services Group
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21895-ES](#)

DATE: November 4, 2010

GROUP: 40410 – POLICE VEHICLES
(2011 Model Year)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Dawn Curley
Purchasing Officer I
(518) 474-2802
Dawn.Curley@ogs.state.ny.us

CONTRACT PERIOD: Date of Issue to Build-Out Date

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTORS: /

CONTRACT NOS.: HOSELTON CHEVROLET, INC. – PC64892
WARNOCK AUTOMOTIVE INC. D/B/A WARNOCK FLEET - PC64893

SUBJECT: Contract Renewal

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The above mentioned contractors have agreed to renew their contracts for the 2011 model year with the exception of Item #3 (Dodge Charger) and Item #4 (Chevrolet Tahoe – PPV) as stated in previously issued purchasing memorandums.

All other terms and conditions of the original Award remain the same.

New York State Office Of General Services
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21895-ES](#)

DATE: September 17, 2010

GROUP: 40410 – POLICE VEHICLES
(2011 Model Year)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Dawn Curley
Purchasing Officer I
(518) 474-2802
Dawn.Curley@ogs.state.ny.us

CONTRACT PERIOD: Date of Issue to Build-Out Date

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTORS: /

CONTRACT NOS.: WARNOCK AUTOMOTIVE INC. – PC64893
D/B/A WARNOCK FLEET

SUBJECT: 2011 Model Year Dodge Charger will not be available

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The 2011 model year Dodge Charger Police Vehicle will not be available on a statewide contract. Authorized users wishing to purchase a 2011 model year Dodge Charger Police vehicle will have to follow their own procurement guidelines and procedures to do so.

If an authorized user wishes to purchase a 2010 model year Dodge Charger Police Vehicle they should consider contacting the contractor noted above to see if they have any 2010 model year Dodge Charger Police vehicles, that meet contract specifications, left on their lot for sale.

All other terms and conditions of the original Award remain the same.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21895-ES](#)

DATE: September 15, 2010

GROUP: 40410 - POLICE VEHICLES (Including
Police PPV and Special Service
Vehicles) (2010 Model Year)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Dawn Curley
Purchasing Officer I
518-474-2802
dawn.curley@ogs.state.ny.us

CONTRACT PERIOD: See "Contract Period" Clause

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/: HOSELTON CHEVROLET INC
CONTRACT NO.: PC64892

SUBJECT: REPEAL OF PROCUREMENT CONTRACT FEE

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Effective June 22, 2010, Chapter 56 of the Laws of 2010 repealed §163-c of the State Finance Law that required a Procurement Contract Fee on certain centralized contracts.

The Contractors listed above have reduced their **contract prices by the fee amount of one-half of one percent (0.005)**. The Procurement Services Group will continue to work with the remaining contractors for similar reductions.

In addition, the first paragraph of the Report of Contract Purchases clause is changed to read:

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish reports containing total sales for both State agency and authorized non-state agency contract purchases for the duration of the contract. Reports are due annually on January 15 and July 15. For example:
Report Period: January 1 – June 30; reports are due no later than July 15.
Report Period: July 1 – December 30; reports are due no later than January 15.

All other terms and conditions of the original award remain the same. All contract users should ensure contract compliance by familiarizing themselves with all terms and conditions of an award before issuing a purchase order.

Please attach this purchasing memorandum to your copy of the Contract Award Notification.

New York State Office Of General Services
Procurement Services Group
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Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21895-ES](#)

DATE: July 21, 2010

GROUP: 40410 – POLICE VEHICLES
(2011 Model Year)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Dawn Curley
Purchasing Officer I
(518) 474-2802
Dawn.Curley@ogs.state.ny.us

CONTRACT PERIOD: Date of Issue to Build-Out Date

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTORS: /

CONTRACT NOS.: HOSELTON CHEVROLET, INC. – PC64892

SUBJECT: 2011 MODEL YEAR SUBSTITUTION

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The above mentioned contractor has agreed to substitute 2011 model year vehicles at 2010 contract prices for the items listed below. The contractor has also agreed to reduce contract pricing. New contract pricing is stated below.

<u>ITEM</u>	<u>VEHICLE</u>	<u>NEW PRICE</u>
1	Chevrolet Impala (1WS19)	\$18,874.20
5	Chevrolet Tahoe SSV (CK10706)	\$25,680.70

The 2011 Model Year Chevrolet Tahoe PPV (CC10706) is not currently available through a statewide contract.

All other terms and conditions of the original Award remain the same.

New York State Office Of General Services
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<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21895-PF-ES](#)

DATE: June 21, 2010

GROUP: 40410 – POLICE VEHICLES
(2010 Model Year)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Dawn Curley
Purchasing Officer I
(518) 474-2802
dawn.curley@ogs.state.ny.us

CONTRACT PERIOD: Date of Issue to Build-Out Date

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTORS:/

CONTRACT NOS.: WARNOCK AUTOMOTIVE INC. – PC64893
D/B/A WARNOCK FLEET

SUBJECT: 2011 MODEL YEAR SUBSTITUTION

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The above mentioned contractor has agreed to substitute 2011 model year vehicles at 2010 contract prices for the items mentioned below.

<u>ITEM</u>	<u>VEHICLE</u>
2	Ford Crown Victoria (P7B)
6	Ford Expedition (U1G)

If you have any questions, please feel free to contact the Purchasing Officer listed above.

All other terms and conditions of the original Award remain the same.

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21895-PF-ES](#)

DATE: May 12, 2010

GROUP: 40410 – POLICE VEHICLES
(2010 Model Year)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Dawn Curley
Purchasing Officer I
(518) 474-2802
Dawn.Curley@ogs.state.ny.us

CONTRACT PERIOD: Date of Issue to Build-Out Date

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTORS: /

CONTRACT NOS.: WARNOCK AUTOMOTIVE INC. – PC64893
D/B/A WARNOCK FLEET

SUBJECT: 2010 MODEL YEAR BUILD OUT DATE - REVISION

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

<u>ITEM</u>	<u>CONTRACTOR</u>	<u>VEHICLE</u>	<u>REVISED BUILD-OUT DATE*</u>
3	Warnock Fleet	Dodge Charger	July 16, 2010

* Build-Out Date indicates that the manufacturer is no longer accepting any orders for these models. It is recommended that the contractor receive orders five (5) days before the build-out date to allow processing time.

The build-out date listed is subject to change and subsequent P-Memos will be issued if necessary.

All other terms and conditions remain the same. Please attach this memorandum to your Contract Award Notice.

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21895-PF-ES](#)

DATE: April 30, 2010

GROUP: 40410 – POLICE VEHICLES
(2010 Model Year)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Dawn Curley
Purchasing Officer I
(518) 474-2802
Dawn.Curley@ogs.state.ny.us

CONTRACT PERIOD: Date of Issue to Build-Out Date

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTORS: /

CONTRACT NOS.: HOSELTON CHEVROLET – PC64892

SUBJECT: Correction for Chevrolet Tahoe – Item 4

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

ITEM 4 - Chevrolet Tahoe (CC10706) – The standard features for this vehicle incorrectly states that a floor console comes with the vehicle. Please note that a floor console is NOT included within this item.

All other terms and conditions remain the same. Please attach this memorandum to your Contract Award Notice.

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21895](#)

DATE: February 23, 2010

GROUP: 40410 – POLICE VEHICLES
(2010 Model Year)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Dawn Curley
Purchasing Officer I
(518) 474-2802
Dawn.Curley@ogs.state.ny.us

CONTRACT PERIOD: Date of Issue to Build-Out Date

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTORS:/

CONTRACT NOS.: HOSELTON CHEVROLET – PC64892
WARNOCK AUTOMOTIVE INC. – PC64893
D/B/A WARNOCK FLEET

SUBJECT: 2010 MODEL YEAR BUILD OUT DATE - REVISIONS

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

<u>ITEM</u>	<u>CONTRACTOR</u>	<u>VEHICLE</u>	<u>BUILD-OUT DATE*</u>
2	Warnock Fleet	Ford Crown Victoria	May 28, 2010
4	Hoselton Chevrolet	Chevrolet Tahoe PPV	March 5, 2010

* Build-Out Date indicates that the manufacturer is no longer accepting any orders for these models. It is recommended that the contractor receive orders five (5) days before the build-out date to allow processing time.

The build-out date listed is subject to change and subsequent P-Memos will be issued if necessary.

All other terms and conditions remain the same. Please attach this memorandum to your Contract Award Notice.

New York State Office Of General Services
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21895](#)

DATE: February 12, 2010

GROUP: 40410 – POLICE VEHICLES
(2010 Model Year)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Dawn Curley
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(518) 474-2802
Dawn.Curley@ogs.state.ny.us

CONTRACT PERIOD: Date of Issue to Build-Out Date

OTHER AUTHORIZED USERS

Customer Services
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CONTRACTORS:/

CONTRACT NOS.: HOSELTON CHEVROLET – PC64892
WARNOCK AUTOMOTIVE INC. – PC64893
D/B/A WARNOCK FLEET

SUBJECT: 2010 MODEL YEAR BUILD OUT DATES

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

<u>ITEM</u>	<u>CONTRACTOR</u>	<u>VEHICLE</u>	<u>BUILD-OUT DATE*</u>
1	Hoselton Chevrolet	Chevrolet Impala	April 2, 2010
2	Warnock Fleet	Ford Crown Victoria	May 14, 2010
3	Warnock Fleet	Dodge Charger	May 25, 2010
4	Hoselton Chevrolet	Chevrolet Tahoe PPV	April 2, 2010
5	Hoselton Chevrolet	Chevrolet Tahoe SSV	April 2, 2010
6	Warnock Fleet	Ford Expedition	June 25, 2010

* Build-Out Date indicates that the manufacturer is no longer accepting any orders for these models. It is recommended that the contractor receive orders five (5) days before the build-out date to allow processing time.

The build-out date listed is subject to change and subsequent P-Memos will be issued if necessary.

All other terms and conditions remain the same. Please attach this memorandum to your Notice of Contract Award.

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>

CONTRACT AWARD NOTIFICATION

Title	:	Group 40410 - POLICE VEHICLES (Including Police PPV and Special Service Vehicles) (2010 Model Year) (Statewide)
		Classification Code(s): 25
Award Number	:	<u>21895 – PF-ES</u> (Replaces Award 21412 & 21053)
Contract Period	:	See “Contract Period” Clause
Bid Opening Date	:	October 29, 2009
Date of Issue	:	January 26, 2010
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 Contract Award Notification provides a term contract for Police Vehicles and two special service vehicles that can be used by Police agencies and others authorized by New York State Law. This Award covers the outright purchase of new, current model year police and Special Service vehicles. Under no circumstances may "Demos" or "Used" or prior model year vehicles be sold under this contract. All vehicles delivered under this contract must be in compliance with the vendor's agreement with the manufacturer's for bid assistance.

PR # 21895

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC64892 SB	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	160731157
PC64893	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	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.

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.

(continued)

NOTE TO AUTHORIZED USERS: (Cont'd)

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)

State agencies are responsible for forwarding a copy of each vehicle purchase order to Tomlynn Yacono in order to facilitate the issuance of a State identification number. Such purchase orders can be faxed, e-mailed in PDF format or mailed to:

Tomlynn Yacono
Office of General Services
Risk, Insurance and Fleet Management
Bldg. #18, State Campus
Albany, NY 12226
Fax: 518-457-7263
E-mail: fleet.admin@ogs.state.ny.us

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.

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.

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.

(continued)

ITEM 1 - POLICE VEHICLE, 4-DOOR SEDAN, FRONT WHEEL DRIVE

MAKE/MODEL: Chevrolet Impala (1WS19)
PRICE: \$18,969.05 plus DAS*
Discount from MSRP, for options not listed: 12%

STANDARD EQUIPMENT AND FEATURES, includes but is not inclusive:

- MPG Gasoline - 17 City, 27 Highway: MPG E-85 - 13 City; 20 Highway
- 9C1 Police Package - No Deletions
- Air conditioning, dual-zone manual climate control
- Axle, 3.29 ratio
- Alternator, 150 amps
- Brakes, heavy-duty, 4-wheel antilock, 4-wheel disc
- Cargo mat, trunk
- Cooling, heavy-duty engine, power steering, transmission
- Cruise control, electronic with set and resume speed
- Defogger, rear-window, electric
- Engine, 3.9L V6SFI, includes (E85) Flex Fuel Capacity
- Exhaust, dual-outlet stainless-steel
- Glass, solar-ray light tinted
- Headlamps, halogen, composite, includes automatic exterior lamp control
- Keyless entry, remote
- License plate bracket front
- Lighting, interior, dome center-mounted and rear reading lights
- Mirrors, outside, power, body-colored
- Seats, front cloth bucket, with security panel, no console between seats, 6-way power driver seat adjusters, and vinyl, rear seat
- Steering wheel, tilt
- Steering, power, rack and pinion
- Suspension, heavy duty police
- Theft - deterrent system
- Tires, P225/60R16, blackwall, V-rated
- Tire, spare, full size
- Transmission, 4-speed automatic, electronically controlled with overdrive
- Trunk release, remote
- Wheels, 16" heavy-duty, steel
- Windows, power, includes driver express down and passenger lockout
- Wiring provisions, headlamp flasher, forward lamp in-line connector with power for flasher, DRL control and flasher on/off control lead to interior compartment
- Wiper, intermittent, front
- Vehicles shall be available in all colors that are standard with interior colors blending in with exterior.

NOTE: When ordering, please look over items that are standard. There are many options that can be added to fit ordering agencies needs.

CONTRACTOR,	HOSELTON CHEVROLET, INC.	CONTACT:	Mr. Richard Perry
ITEM 1:	909 Fairport Road	PHONE:	888/840-0456
	East Rochester, NY 14445		585/586-7373, Ext. 2309
		FAX:	585/784-8481
		E MAIL:	RickP@hoselton.com

FEDERAL ID #: 160731157
CONTRACT #: PC64892
REGION: 1 (Monroe County)
DELIVERY: 120 Days A/R/O

*Add delivery charge to price if applicable. (See page 10 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge.)

(continued)

ITEM 2 - POLICE VEHICLE, 4-DOOR SEDAN, REAR WHEEL DRIVE

MAKE/MODEL: Ford Crown Victoria (P7B)
PRICE: \$19,867.00 plus DAS*
Discount from MSRP, for options not listed: 8%

STANDARD EQUIPMENT AND FEATURES, includes but is not inclusive:

- MPG Gasoline - 16 City, 24 Highway: MPG E-85 - 12 City; 17 Highway
- 720 A Police Prep package - No Deletions
- Air conditioning
- Axle, 3.27 ratio
- Brakes, 4-wheel antilock, 4-wheel disc
- Cooling, engine oil, power steering
- Defroster, rear-window
- Engine, 4.6L SEFI, includes (E85) Flex Fuel Capacity
- Exhaust, dual stainless-steel
- Glass, solar tinted
- Mirrors, outside, power, body-colored
- Monitors: Oil life, tire pressure
- Seats, front cloth bucket, with manual adjust
- Steering wheel, tilt
- Steering, power, rack and pinion
- Tires, P235/55R17 all-season BSW tires
- Tire, spare, full size
- Transmission, 4-speed automatic, with overdrive
- Trunk release, interior
- Wheels, 17"x7.5" steel wheels heavy duty
- Windows, power, includes driver express down
- Vehicles shall be available in all colors that are standard with interior colors blending in with exterior.

NOTE: When ordering, please look over items that are standard. There are many options that can be added to fit ordering agencies needs.

CONTRACTOR, **WARNOCK AUTOMOTIVE INC.**
ITEM 2: **D/B/A WARNOCK FLEET**
 175 Route 10
 East Hanover, NJ 07936

CONTACT: Mr. Jason Phillips
PHONE: 877/KOP-KARS
 973/463-3066
FAX: 973/884-2650
E MAIL: jphillips@warnockauto.com

FEDERAL ID #: 222658797
CONTRACT #: PC64893
REGION: 6
DELIVERY: 90-120 Days A/R/O

*Add delivery charge to price if applicable. (See page 10 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge.)

(continued)

ITEM 3 - POLICE VEHICLE, 4-DOOR SEDAN, REAR WHEEL DRIVE

MAKE/MODEL: Dodge Charger (LXDH48)
PRICE: \$18,435.00 plus DAS*
Discount from MSRP, for options not listed: 11%

STANDARD EQUIPMENT AND FEATURES, includes but is not inclusive:

- MPG Gasoline - 17 City, 25 Highway
- 27A Police Customer Preferred Order Selection
- Air conditioning
- Axle, 2.87 ratio
- Alternator, 160 amps
- Brakes, 4-wheel antilock, HD disc brakes
- Cooling, severe-duty engine, oil
- Defogger, rear-window
- Engine, 3.5L V6
- Glass, solar control
- Headlamps, halogen
- Keyless entry, remote
- Lighting, interior, front and rear reading lights
- Mirrors, outside, power
- Seats, front cloth bucket, manual adjust
- Steering wheel, tilt
- Steering, power, rack and pinion
- Tires, P225/60R18, BSW tires
- Tire, spare, full size
- Transmission, 5-speed automatic
- Trunk release
- Wheels, 18"x7.5" steel
- Windows, power, with driver - one touch down feature
- Wiper, intermittent, front
- Vehicles shall be available in all colors that are standard with interior colors blending in with exterior.

NOTE: When ordering, please look over items that are standard. There are many options that can be added to fit ordering agencies needs.

CONTRACTOR, WARNOCK AUTOMOTIVE INC.
ITEM 3: D/B/A WARNOCK FLEET
175 Route 10
East Hanover, NJ 07936

CONTACT: Mr. Jason Phillips
PHONE: 877/KOP-KARS
973/463-3066
FAX: 973/884-2650
E MAIL: jphillips@warnockauto.com

FEDERAL ID #: 222658797
CONTRACT #: PC64893
REGION: 6
DELIVERY: 100-150 Days A/R/O

*Add delivery charge to price if applicable. (See page 10 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge.)

(continued)

ITEM 4 - 4-DOOR MID SIZE POLICE SPORT UTILITY VEHICLE, 4X2, RWD, PPV

MAKE/MODEL: Chevrolet Tahoe (CC10706)
PRICE: \$22,999.50 plus DAS*
Discount from MSRP, for options not listed: 12%

STANDARD EQUIPMENT AND FEATURES, includes but is not inclusive:

- MPG Gasoline - 15 City, 21 Highway: MPG E-85 - 11 City; 16 Highway
- PPV Police Identifier package - No deletions
- Assist Steps/Black
- Air conditioning, dual-zone manual climate control
- Axle, 3.08 ratio
- Alternator, 160 amps
- Brakes, 4-wheel antilock, 4-wheel disc, VAC power
- Cooling, auxiliary transmission oil cooler
- Cruise control, electronic with set and resume speed
- Defogger, rear-window, electric
- Engine, 5.3L V8SFI, includes (E85) Flex Fuel Capacity
- Glass, solar-ray deep tinted
- Headlamps, dual halogen, composite, includes automatic exterior lamp control and flash-to-pass feature
- Keyless entry, remote
- License plate bracket front
- Liftgate with lift glass rear door system
- Lighting, interior, dome, cargo lights
- Mirrors, outside, power
- Seats, front cloth bucket, floor console, 6-way power driver seat adjusters
- Steering wheel, tilt
- Steering, power
- Suspension, heavy duty police
- Theft - deterrent system, pass key 111
- Tires, P265/60R17, blackwall, H-rated, all season, police
- Tire, spare, full size
- Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode
- Wheels, 17"x7.5" steel, police
- Windows, power, includes driver express down and passenger lockout
- Wiper, intermittent, front and rear
- Vehicles shall be available in all colors that are standard with interior colors blending in with exterior.

NOTE: When ordering, please look over items that are standard. There are many options that can be added to fit ordering agencies needs.

CONTRACTOR,	HOSELTON CHEVROLET, INC.	CONTACT:	Mr. Richard Perry
ITEM 4:	909 Fairport Road	PHONE:	888/840-0456
	East Rochester, NY 14445		585/586-7373, Ext. 2309
		FAX:	585/784-8481
		E MAIL:	RickP@hoselton.com
FEDERAL ID #:	160731157		
CONTRACT #:	PC64892		
REGION:	1 (Monroe County)		
DELIVERY:	120 Days A/R/O		

*Add delivery charge to price if applicable. (See page 10 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge.)

(continued)

ITEM 5 - 4-DOOR, FOUR WHEEL DRIVE SPECIAL SERVICE VEHICLE

MAKE/MODEL: Chevrolet Tahoe (CK10706)
PRICE: \$25,809.75 plus DAS*
Discount from MSRP, for options not listed: 12%

STANDARD EQUIPMENT AND FEATURES, includes but is not inclusive:

- MPG Gasoline - 15 City, 21 Highway: MPG E-85 - 11 City; 16 Highway
- 5W4-Special Service Identifier-No Deletions
- Assist Steps/Black
- Air conditioning, dual-zone manual climate control
- Axle, 3.42 ratio
- Alternator, 160 amps
- Brakes, 4-wheel antilock, 4-wheel disc, VAC power
- Cooling, heavy-duty air to oil
- Cruise control, electronic with set and resume speed
- Defogger, rear-window, electric
- Engine, 5.3L V8SFI, includes (E85) Flex Fuel Capacity
- Glass, solar-ray deep tinted
- Headlamps, halogen, composite, includes automatic exterior lamp control and flash to pass feature
- Keyless entry, remote
- License plate bracket front
- Liftgate with lift glass rear door system
- Lighting, interior, dome and cargo lights
- Mirrors, outside, power
- Seats, front 40/20/40 split bench with custom cloth, manual reclining
- Steering wheel, tilt
- Steering, power
- Suspension, front coil-over-shock with stabilizer bar.
- Theft - deterrent system, pass key 111
- Tires, P265/70 R17 all-season, blackwall
- Tire, spare, full size
- Transmission, 6-speed automatic, electronically controlled with overdrive
- Wheels, 17"x7.5" steel
- Windows, power, includes driver express down and passenger lockout
- Wiper, intermittent, front and rear
- Vehicles shall be available in all colors that are standard with interior colors blending in with exterior.

NOTE: When ordering, please look over items that are standard. There are many options that can be added to fit ordering agencies needs.

CONTRACTOR,	HOSELTON CHEVROLET, INC.	CONTACT:	Mr. Richard Perry
ITEM 5:	909 Fairport Road	PHONE:	888/840-0456
	East Rochester, NY 14445		585/586-7373, Ext. 2309
		FAX:	585/784-8481
		E MAIL:	RickP@hoselton.com
FEDERAL ID #:	160731157		
CONTRACT #:	PC64892		
REGION:	1 (Monroe County)		
DELIVERY:	120 Days A/R/O		

*Add delivery charge to price if applicable. (See page 10 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge.)

(continued)

ITEM 6 - 4-DOOR, FOUR WHEEL DRIVE SPECIAL SERVICE VEHICLE

MAKE/MODEL: Ford Expedition (U1G)
PRICE: \$25,396.00 plus DAS*
Discount from MSRP, for options not listed: 13%

STANDARD EQUIPMENT AND FEATURES, includes but is not inclusive:

- MPG Gasoline - 12 City, 17 Highway: MPG E-85 - 9 City; 13 Highway
- Air conditioning, climate control
- Axle, 3.73 ratio
- Brakes, wheel antilock
- Cruise control
- Defroster, rear-window
- Engine, 5.4L SO HC 24 valve V8 Flex Fuel Capacity
- Exhaust, single
- Glass, solar tinted front, privacy tinted rear glass
- Headlamps, dual reflector
- Keyless entry, remote
- Lighting, 1st row reading lamps, 1st row cargo dome lamps
- Mirrors, outside, power, body-colored
- Seats, front captain chairs, 6-way power driver seat adjusters, and vinyl, rear seat
- Steering wheel, tilt
- Steering, power
- Suspension, double wish bone front suspension, independent rear suspension
- Theft - SecuriLock passive anti-theft system
- Tires, P265-70R17 on/off-road owl tires
- Transmission, 6-speed automatic, with overdrive
- Wheels, 17", steel
- Windows, power, with 1-touch driver up/down
- Wiper, intermittent, front and back
- Vehicles shall be available in all colors that are standard with interior colors blending in with exterior.

NOTE: When ordering, please look over items that are standard. There are many options that can be added to fit ordering agencies needs.

CONTRACTOR, ITEM 6:	WARNOCK AUTOMOTIVE INC. D/B/A WARNOCK FLEET 175 Route 10 East Hanover, NJ 07936	CONTACT: Mr. Jason Phillips PHONE: 877/KOP-KARS 973/463-3066 FAX: 973/884-2650 E MAIL: jphillips@warnockauto.com
FEDERAL ID #:	222658797	
CONTRACT #:	PC64893	
REGION:	6	
DELIVERY:	90-120 Days A/R/O	

*Add delivery charge to price if applicable. (See page 10 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge.)

(continued)

GENERAL INFORMATION

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 Contract Award Notice or through the OGS website (www.ogs.state.ny.us).

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.

APPENDIX B NOTES:

The following Appendix B clauses are hereby modified for the purposes of this solicitation:
Paragraph 45 – Product Delivery – see “DELIVERY” clause within.

PRICE & DELIVERY ALLOWANCES:

General –Price includes all customs duties and charges, all vehicle preparation and clean-up charges, New York State motor vehicle inspection, installation charges and all other incidentals normally included with providing and delivery of a vehicle including the manufacturer's fees such as destination charges and be FOB Destination, Freight Collect as specified in this paragraph.

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

DAS (Delivery Allowance Schedule) - 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.

Entities may pick-up vehicle(s) at contractor or pre-delivery service dealer location with no delivery allowance charge applied.

(continued)

GENERAL INFORMATION (Cont'd)

PRICE & DELIVERY ALLOWANCES: (Cont'd)

DAS (Delivery Allowance Schedule) (Cont'd)

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 \$160.00. 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
1	\$110	\$160	\$265	\$307	\$362	\$475
2	\$160	\$110	\$160	\$160	\$202	\$362
3	\$265	\$160	\$110	\$160	\$160	\$362
4	\$307	\$160	\$160	\$110	\$307	\$460
5	\$362	\$202	\$160	\$307	\$110	\$182
6	\$475	\$362	\$362	\$460	\$182	\$110

SEE REGION LISTING ON NEXT PAGE

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

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.

(continued)

GENERAL INFORMATION (Cont'd)

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 (<http://www.ogs.state.ny.us/purchase/snt/othersuse.asp>). 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.

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 Use" clause) which are in compliance with the pricing, terms, and conditions set forth in this document.

Any unilateral limitations/restrictions imposed by the contractor and/or manufacturer on eligible contract users will be grounds for 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.

CANCELLATION FOR CONVENIENCE

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

(continued)

CENTRALIZED PROCUREMENT CONTRACT FEE (CPCF):

Amendments to State Finance Law §163-c imposed a centralized procurement contract fee (procurement fee) to be paid by contractors awarded OGS centralized contracts for the purchase of commodities, services or technology. The pricing offered by contractors for the commodity, service or technology is considered by the Office of General Services (OGS) to be inclusive of the fee. The procurement fee is one half of one percent (.005) of total sales made by Authorized Users of centralized contracts.

The fee, covering the applicable preceding calendar quarter, as well as an accompanying return, must be made by the contractor to the New York State Department of Taxation and Finance ("DTF") no later than forty-five (45) days after the close of each calendar quarter. Payment of the procurement fee, as well as filing of the accompanying return, must be made electronically to DTF. Prior to electronically filing the initial return and electronically paying the initial procurement fee, contractors must register on DTF's Online Tax Center:

<http://www.tax.state.ny.us/nyshome/online.htm>

Quarterly returns must be filed with DTF even if no sales were made under the centralized contract during the preceding calendar quarter. Simultaneously, the contractor must provide its sales report for such preceding calendar quarter to OGS in the format and with details set forth in this solicitation (even if no sales occurred). Contractors must fully cooperate with DTF and OGS relative to such payments and filings. Penalties for failure to comply with the filing and payment requirements are provided for by Article 27 of the Tax Law.

In addition to the penalties prescribed by Article 27 of the Tax Law, failure by a contractor to timely and accurately remit the procurement fee, provide the sales report and file the return for each calendar quarter shall constitute a breach of contract, and the Commissioner of General Services may exercise discretion to terminate such centralized contract on written notice to the contractor.

Additional information including FAQs is available at:

<http://www.ogs.state.ny.us/purchase/ProcurementContractFee.asp>

(continued)

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish quarterly reports containing total sales for both state agency and authorized non-state agency contract purchases no later than forty-five (45) days after the close of each calendar quarter. The Grand Total Sales Reports for State and Non-State Agencies are due at the same time the procurement fee is payable to the Department of Taxation and Finance, where applicable.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

Entity Name	State Agency Y/N	Model	Contract Item #	Base Price	DAS If Applicable	Factory Options	Non OEM Options	# Of Units	Total
OGS	Y	Taurus	1	\$14,000	\$160.00	\$200.00	\$0.00	2	\$28,720
NYC	N	Taurus	1	\$14,000	\$0.00	\$0.00	\$0.00	1	\$14,000

The report is to be submitted electronically in Microsoft Excel 2003 or lower format to the Office of General Services, Procurement Services Group, 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 Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

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.

GENERAL INFORMATION (Cont'd)

DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the contractor hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

WARRANTIES:

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

Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.

Where accessories are to be supplied, they must be compatible with the rest of the product. The manufacturer's standard warranty will apply.

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.

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 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.

(continued)

GENERAL INFORMATION (Cont'd)

DELIVERY:

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible.

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.

Contractor shall acknowledge receipt of purchase order. If the ordering agency has not received acknowledgement within two weeks, the contractor should be contacted. **Contractor shall also advise the ordering agencies of any delays in delivery when acknowledging receipt of purchase order.**

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 100 miles. In the event a vehicle is delivered with mileage exceeding such amounts, \$5.00 for each mile up to 150 miles and \$10.00 each mile over 150 miles will be deducted from each purchase order. Vehicles exceeding the aforementioned miles by more than 300 miles may be rejected.

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:

(continued)

GENERAL INFORMATION (Cont'd)

DELIVERY: (Cont'd)

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.

CONTRACT PERIOD AND RENEWALS:

General - The contract shall commence with the date of award and **shall terminate upon the manufacturer's production build-out date or depletion of all stocks, whichever occurs last.** Contractors 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.

Resulting contractor may supply next model year (MY) vehicle if build-out date has occurred for the item they hold and no new MY has yet been awarded. Prices must be held to current (awarded) prices and all terms and conditions remain in effect. Once the next MY has been awarded, no further sales may take place. If no new MY has been awarded, contractor may continue to supply current model year vehicles until depletion of stock or manufacturer's production build-out. The State reserves the right to terminate this agreement at any time.

Contract Cancellation - If a contract is cancelled, the State reserves the right to make award on another compliant bid from the original bid letting, but is not obligated to do so; the State is not obligated to hold another bid letting.

Mutual Extension of Time Period - If mutually agreed between the Procurement Services Group and the contractor, the contract may be extended under the same terms and conditions for an additional period(s) of up to five years; extension may be exercised on a month to month basis such as an additional three month, six month, twelve month, or 24 month period.

CONTRACT MIGRATION:

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

EMISSIONS CONTROLS:

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

(continued)

GENERAL INFORMATION (Cont'd)

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.

RECALLS

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

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 by the solicitation.

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 needed 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.

(continued)

GENERAL INFORMATION (Cont'd)

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

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.

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 SE to SXT.

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

- ❖ 1/2 ton to 3/4 ton
- ❖ 7 passenger to 12 passenger
- ❖ 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 Ford Focus SE and required air conditioning, an option with a \$795 cost. If this vehicle is upgraded to an SXT, the MSRP difference is \$1,735. However, the air conditioning is included with this upgrade. The cost of the air conditioning must be deducted from this:

(\$1,735 MSRP difference) minus (\$795 cost) = \$940 minus the discount.

Upgrades have been taken into account in the estimated options dollar values.

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

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 the vehicle is being delivered by the contractor. 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.

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.

(continued)

GENERAL INFORMATION (Cont'd)

SERVICE:

Post delivery service by authorized representatives of the vehicle and equipment manufacturers 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 modern, properly equipped service shop. Service shall include not less than the following:

- Lubrication,
- Wash,
- Engine tune-up,
- Wheel alignment,
- NY State Inspection,
- Body condition,
- and all other checks and adjustments required for proper complete servicing of a new vehicle.

Particular attention shall be given to door alignment, weather stripping, hardware, paint condition and tagging of cooling system. It shall be the contractor's responsibility to insure at that time that all components and accessories specified have been properly installed.

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.

DMV INSPECTION:

All vehicles must be delivered with complete NYS Inspections. **In the event that a vehicle is delivered uninspected, \$250 will be deducted from the invoice by the agency to cover the cost of the inspection and to compensate for time.** The State reserves the right to cancel a contract and/or take other action if vehicles are not properly inspected or if the New York State Department of Motor Vehicles inspection sticker is not properly affixed to vehicle.

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".

(continued)

GENERAL INFORMATION (Cont'd)

POOR PERFORMANCE:

Agencies should notify Procurement Services' Customer Services promptly if the contractor fails to meet the service requirements of this contract. Service which does not comply with the specifications 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	

WARNING LIGHTS:

Vehicle warning lights, siren or light bars of any type may be purchased under Group 30304, Award 20670. It is suggested that contract users evaluate this contract to determine the best option available for the purchase of these items. The Warning Lights contract is for the product only and does not include installation.

(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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