

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

<b>Title</b>	<b>:</b>	<b>Group 40450 – VEHICLES (Including Alternate Fuel Passenger Cars, Sport Utility Vehicles, Passenger and Cargo Vans and Pickups) (2010 Model Year &amp; Newer) (Statewide)</b> <b>Classification Code(s): 25</b>
<b>Award Number</b>	<b>:</b>	<b><u>21910-PF</u></b> (Replaces Awards 20336, 20338, 20339, 20598, 20555, 21055, 21252 & 21260)
<b>Contract Period</b>	<b>:</b>	<b>Model Years 2010, 2011 and 2012. See also “Contract Period and Renewal” Clause.</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>October 15, 2009</b>
<b>Date of Issue</b>	<b>:</b>	<b>April 19, 2010</b>
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In The Invitation for Bids and in Purchasing Memoranda dated September 23, 2009, October 2, 2009 and October 9, 2009</b>
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
<b>This Award is handled by several different Purchasing Officers.  Please refer to "INQUIRIES" clause on Page 5 for specific contact information.</b>	Procurement Services Group 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

To assist state agencies in fulfilling their requirements under Executive Order 111, it is the intent of this Award to provide alternative fueled vehicles for three consecutive model years (MY) commencing with the current MY (as of the date of this Award) to be used by State agencies and others authorized by New York State Law. Please refer to the index on page 7 for specific categories of vehicles available.

**GROUP 40450 – VEHICLES (Including Alternate Fuel Passenger Cars, AWARD PAGE 2  
Sport Utility Vehicles, Passenger and Cargo Vans & Pickups) (2010 Model Year & Newer) (Statewide)**

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<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC65018 (SB)	Albany Dodge, Inc. 770 Central Avenue Albany, NY 12206	518/438-8461 ext. 239 Dave Gardner Fax# 518/438-7154 Email: fleetdept@hotmail.com	14-1462027
PC65019	Bay Ridge Volvo American, Inc. d/b/a Bay Ridge Honda 8801 Fourth Avenue Brooklyn, NY 11209	718/836-4600 Frank Baldassare Fax# 718/836-0018 Email: frank@bayridgecars.com Web: www.bayridgecars.com	11-1962799
PC65020 (SB)	Cars Unlimited of Suffolk, LLC d/b/a Nesenger 112 Chevrolet 2096 Route 112 Medford, NY 11763	631/758-2200 Rock Busto Fax# 631/758-5561 Email: rockbustofleet@yahoo.com Web: www.chevrolet112.com	11-3369877
PC65021 (SB)	Central Nissan, Ltd. d/b/a Lia Nissan 2233 Central Avenue Schenectady, NY 12304	518/579-2000 ext. 214 David M. Bertuch Fax# 518/370-0449 Email: dbertuch@liacars.com Web: www.liacars.com	14-1681609
PC65022	Empire Coach Works International, LLC 35 Kimberly Road East Brunswick, NJ 08816	201/370-6206 Sal Vergopia Fax# 201/265-7126 Email: svergopia@aol.com Web: www.empirecoach.cc	20-8579451
PC65024 (SB)	Ferrario Ford, Inc. 2472 Corning Road Elmira, NY 14903	866/993-6731 607/734-1681 Ext. 790 Donald Ferrario Fax# 607/398-7400 Email: don@ferrario.com Web: www.ferrario.com	20-1157222
PC65025	Ford's National Auto Mart, Inc. d/b/a Motors Fleet 900 Highway 35 Ocean, NJ 07712	732/869-5540 Edward Elefante Fax# 732/502-9934 Email: fleet@sansoneauto.com	22-2189148
PC65026 (SB)	Hoselton Chevrolet, Inc. 909 Fairport Road East Rochester, NY 14445	888/840-0456 585/586-7373 ext. 2309 Richard Perry Fax# 585/784-8481 Email: rickp@hoselton.com Web: www.nysfleet.com	16-0731157

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<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC65027 (SB)	Hoselton Imports, Inc. d/b/a Hoselton Toyota 50 Marsh Road East Rochester, NY 14445	888/840-0456 585/586-7373 ext. 2307 Amber Graham Fax# 585/784-8481 Email: amberg@hoselton.com	16-0972963
PC65028	Major Chevrolet, Inc. 43-40 Northern Blvd. Long Island, City, NY 11101	800/627-7811 J. Bradley Badal Fax# 800/627-7650 Email: govsalesbrad@aol.com	11-1867886
PC65029	Northway Motor Car Corp. 727 New Loudon Road Latham, NY 12110	800/888-6822 518/374-9161 Mark B. Monroe Fax# 518/372-4410 Email: mmonroe@languanauto.com	14-1554669
PC65030 (SB) (WBE)	Van Bortel Ford, Inc. 7325 Route 96 Victor, NY 14564	888/826-2678 585/586-7705 Joshua Relyea Tammi Standen Fax# 585/586-7706 Email: jrelyea@vanbortelford.com tstanden@vanbortelford.com Web: www.vanbortelford.com	16-1609363
PC65031	Warnock Automotive, Inc. d/b/a Warnock Fleet Jason Phillips 175 Route 10 East Hanover, NJ 07936	877/KOP-KARS 973/463-3066 Fax# 973/884-2650 Email: jphillips@warnockauto.com	22-2658797
<b>(EDI) Electronic Access Ordering Accepted</b>			
PC65032	West Herr Ford, Inc. 5025 Camp Road Hamburg, NY 14075	716/713-5575 Jim Kellerman Fax# 716/649-2126 Email: jkellerman@westherr.com Web: www.westherr.com	16-0738496
PC65033	Whiteside Chevrolet, Inc. 50714 National Road St. Clairsville, OH 43950	800/610-0211 740/695-0211 Brian McCulley Fax# 740/695-1756 Email: fleet@whitesides.com Web: www.whitesides.com	34-1398756

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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.

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).

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**INQUIRIES:**

All inquiries from **State Agencies** should be addressed to the following PSG Associate:

**PRIMARY CONTACTS**

**LOT I** - Dawn Curley

Phone No.: (518) 474-2802

E-Mail: dawn.curley@ogs.state.ny.us

**LOT II** - Sandra Nolan

Phone No.: (518) 474-5040

E-Mail: sandra.nolan@ogs.state.ny.us

**LOTS III & IV** - Peter Green

Phone No.: (518) 474-8020

E-Mail: peter.green@ogs.state.ny.us

All inquiries from **Non-State Agencies** (towns, counties, school districts, etc.) should be addressed to:

**ALL LOTS**

Procurement Services Group Customer Services

Phone No.: (518) 474-6717

Fax No.: (518) 474-2437

E-mail: customer.services@ogs.state.ny.us

**IMPORTANT NOTE:**

**It is 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.

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**PRICE & DELIVERY ALLOWANCE:**

**General Price** – Final net price for contract shall include all customs duties and charges, all vehicle preparation and clean-up charges, New York State motor vehicle inspection, installation charges and all other incidentals normally included with providing and delivery of a vehicle including the manufacturer’s fees such as destination charges and is FOB Destination, Freight Collect\* as specified in this paragraph. No separate, additional delivery charge except for “**DAS**” is allowed. (\***FOB Destination, Freight Collect** – Title passes at destination, and buyer pays the freight. Freight is not collected at the time of delivery, rather it is billed separately on the contractor’s invoice.)

**DAS (Delivery Allowance Schedule)** - All contracts are statewide, regardless of where the contractor is located. Contractors are 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’s point of business, to the ordering entities desired location. The DAS will be added to the invoice when the vehicle is delivered.

Authorized Users may pick-up vehicle(s) at contractor or pre-delivery service dealer locations. In such circumstances, contractor will not apply a delivery allowance charge to the invoice.

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							
Location of Vendor	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

<b><u>Region 1</u></b>	<b><u>Region 2</u></b>	<b><u>Region 3</u></b>	<b><u>Region 4</u></b>	<b><u>Region 5</u></b>	<b><u>Region 6</u></b>
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	Ohio	Schoharie			
Orleans	Oneida	Warren			
Schuyler	Onondaga	Washington			
Seneca	Oswego				
Steuben	Otsego				
Wayne	Tioga				
Wyoming	Tompkins				
Yates					

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PRICE & DELIVERY ALLOWANCE: (Cont'd)

**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 by contractors 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.

**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.

**For All Lots** - Award covers more than one model year. The contract price factor applies to each model year and shall apply to replacement models or replacement product lines that might be offered by the manufacturer if a model or product line is discontinued or becomes unavailable. (Please see next section for more on contract price factor. Also see "CONTRACT PERIOD AND EXTENSION" clause.)

The contract price factor for the upcoming model year may be carried forward to apply to a future model year. The contract price factor may be lowered by Contractor at any time, but may not be increased for the entire contract.

**Non-OEM Option Price Changes** - Contract prices shall be subject to increase or decrease during the contract period in accordance with changes which may be made by the Non-OEM manufacturer. Vendor shall forward the updated MSRP price list to OGS for prior approval. While price decreases may take effect at any time, price increases, product additions or deletions will not take effect until after receipt of OGS approval.

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**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)**

**ITEM 1 -- COMPACT 4-DOOR SEDAN**

**NO AWARD**

**ITEM 2A - MID-SIZE FRONT WHEEL DRIVE, 4-DOOR SEDAN Ford Fusion SE (P0H)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus 6 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster, full carpeted floor and ABS brakes.

**PRICE: \$15,448.00 plus DAS\***

**Discount from MSRP, for options not listed: 10%**

**Contract Price Factor: .6406\*\***

**Delivery: 90 Days ARO**

**CONTRACTOR, ITEM 2A: VAN BORTEL FORD, INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)** (cont'd)

**ITEM 2B - MID-SIZE FRONT WHEEL DRIVE, 4-DOOR SEDAN**

**Chevrolet Malibu LS w/1FL (1ZG69)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus 4 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster, full carpeted floor and ABS brakes.

**PRICE: \$16,256.00 plus DAS\***

**Discount from MSRP, for options not listed: 13%**

**Contract Price Factor: .7180\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 2B: HOSELTON CHEVROLET INC. (Region 1)**

**ITEM 3 – MID-SIZE RWD, 4-DOOR SEDAN**

**NO AWARD**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)** (cont'd)

**ITEM 4 - FULL-SIZE FRONT WHEEL DRIVE, 4-DOOR SEDAN Chevrolet Impala LS (1WB19)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus 6 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster, full carpeted floor and ABS brakes.

**PRICE:** \$16,782.00 plus DAS\*

**Discount from MSRP, for options not listed:** 13%

**Contract Price Factor:** .6786\*\*

**Delivery:** 120 Days ARO

**CONTRACTOR, ITEM 4: HOSELTON CHEVROLET INC. (Region 1)**

**ITEM 5 - FULL-SIZE REAR WHEEL DRIVE, 4-DOOR SEDAN Crown Vic (P7C)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus 8 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster, full carpeted floor and ABS brakes.

**PRICE:** \$20,770.00 plus DAS\*

**Discount from MSRP, for options not listed:** 13%

**Contract Price Factor:** .7431\*\*

**Delivery:** 150 Days ARO

**CONTRACTOR, ITEM 5: WARNOCK AUTOMOTIVE, INC. d/b/a  
WARNOCK FLEET (Region 6)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)** (cont'd)

**ITEM 6 – COMPACT CARGO, FRONT WHEEL DRIVE MINI-VAN** **Dodge Grand Caravan (RTKE53)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus 6 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**PRICE: \$17,129.00 plus DAS\***

**Discount from MSRP, for options not listed: 8%**

**Contract Price Factor: .7573\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 6: ALBANY DODGE INC. (Region 3)**

**ITEM 7 – 7/8 PASSENGER FRONT WHEEL DRIVE MINI-VAN** **Dodge Grand Caravan (RTKH53)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus 6 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster, full carpeted floor and ABS brakes.

**PRICE: \$17,867.00 plus DAS\***

**Discount from MSRP, for options not listed: 6%**

**Contract Price Factor: .7542\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 7: ALBANY DODGE INC. (Region 3)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)** (cont'd)

**ITEM 8 – 7/8 PASSENGER AND MINI-VAN**

**NO AWARD**

**ITEM 9A – 7/8 PASSENGER VAN**

**Ford Econoline E150 XL (E1B)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, and ABS brakes.

**PRICE: \$17,002.00 plus DAS\***

**Discount from MSRP, for options not listed: 5%**

**Contract Price Factor: .5976\*\***

**Delivery: 90 Days ARO**

**CONTRACTOR, ITEM 9A: VAN BORTEL FORD, INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)** (cont'd)

**ITEM 9B – 7/8 PASSENGER VAN**

**Chevrolet Express Passenger 1500  
135" WB, LS, RWD (CG13406)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, and ABS brakes.

**PRICE: \$18,294.00 plus DAS\***

**Discount from MSRP, for options not listed: 8%**

**Contract Price Factor: .6202\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 9B: HOSELTON CHEVROLET INC. (Region 1)**

**ITEM 10A - 12 PASSENGER VAN (min. GVWR 8,550 lbs.)**

**Chevrolet Express Passenger 2500  
135" WB, LS, RWD (CG23406)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus 8 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, and ABS brakes.

**PRICE: \$18,854.00 plus DAS\***

**DOT Optional Package \$649.00**

**Discount from MSRP, for options not listed: 10%**

**Contract Price Factor: .6082\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 10A: HOSELTON CHEVROLET INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)** (cont'd)

**ITEM 10B - 12 PASSENGER VAN** (min. GVWR 8,550 lbs.) **Ford Econoline E-350 (E3B)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus 8 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, and ABS brakes.

**PRICE: \$19,492.00 plus DAS\***

**DOT Optional Package \$746.00**

**Discount from MSRP, for options not listed: 13.10%**

**Contract Price Factor: .6179\*\***

**Delivery: 90 Days ARO**

**CONTRACTOR, ITEM 10B: WEST HERR FORD INC. (Region 1)**

**ITEM 11 - 12 PASSENGER VAN** (min GVWR 9,600 lbs.) **Chevrolet Express Passenger 3500 (CG33406)**

Vehicle to include all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered, plus 8 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, and ABS brakes.

**PRICE: \$20,000.00 plus DAS\***

**DOT Optional Package \$1,700.00**

**Discount from MSRP, for options not listed: 13%**

**Contract Price Factor: .5946\*\***

**Delivery: 70 Days ARO**

**CONTRACTOR, ITEM 11: WHITESIDE CHEVROLET, INC. (Region 6)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)** (cont'd)

**ITEM 12 - 15 PASSENGER REAR WHEEL DRIVE VAN** **Chevrolet Express Passenger 3500  
155" WB, LS, RWD (CG33706)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus 8 cylinder engine with automatic transmission, 155" wheel base, power brakes, power steering, driver and front passenger airbags, air conditioning, and ABS brakes.

**PRICE:** \$22,074.00 plus DAS\*

**DOT Optional Package:** \$649.00

**Discount from MSRP, for options not listed:** 10%

**Contract Price Factor:** .6194\*\*

**Delivery:** 120 Days ARO

**CONTRACTOR, ITEM 12: HOSELTON CHEVROLET INC. (Region 1)**

**ITEM 13 - FULL SIZE, 1/2 TON REAR WHEEL DRIVE CARGO VAN** **Ford Econoline E150  
Cargo (E1E)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus 8 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, ABS brakes, full size spare tire and minimum GVWR 6,800 pounds.

**PRICE:** \$14,745.00 plus DAS\*

**DOT Optional Package:** \$1,265

**Discount from MSRP, for options not listed:** 12%

**Contract Price Factor:** .5621\*\*

**Delivery:** 90 Days ARO

**CONTRACTOR, ITEM 13: WEST HERR FORD, INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)** (cont'd)

**ITEM 14A - FULL SIZE, 3/4 TON REAR WHEEL DRIVE CARGO VAN Ford Econoline E-250 Cargo (E2E)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus 8 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, and ABS brakes.

**PRICE:** \$15,090.00 plus DAS\*

**DOT Optional Package:** \$1,254.00

**Discount from MSRP, for options not listed:** 5%

**Contract Price Factor:** .5542\*\*

**Delivery:** 90 Days ARO

**CONTRACTOR, ITEM 14A: VAN BORTEL FORD, INC. (Region 1)**

**ITEM 14B - FULL SIZE, 3/4 TON REAR WHEEL DRIVE CARGO VAN Chevrolet Express Cargo 2500 135" WB (CG23405)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus 8 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, and ABS brakes.

**PRICE:** \$16,399.00 plus DAS\*

**DOT Optional Package:** \$1,089.00

**Discount from MSRP, for options not listed:** 12%

**Contract Price Factor:** .6129\*\*

**Delivery:** 120 Days ARO

**CONTRACTOR, ITEM 14B: HOSELTON CHEVROLET INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)



**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)** (cont'd)

**ITEM 16A - FULL SIZE 1 TON EXTENDED, RWD, CARGO VAN** **Ford Econoline SD E350 (S3E)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus 8 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, and ABS brakes.

**PRICE: \$18,500.00 plus DAS\***

**DOT Optional Package \$1,295.00**

**Discount from MSRP, for options not listed: 5%**

**Contract Price Factor: .6003\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 16A: VAN BORTEL FORD, INC. (Region 1)**

**ITEM 16B - FULL SIZE 1 TON EXTENDED, RWD, CARGO VAN** **Chevrolet Express Cargo 3500, 155" WB RWD (CG33705)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus 8 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, and ABS brakes.

**PRICE: \$19,828.00 plus DAS\***

**DOT Optional Package: \$1,089.00**

**Discount from MSRP, for options not listed: 10%**

**Contract Price Factor: .6404\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 16B: HOSELTON CHEVROLET INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)** (cont'd)

**ITEM 17 – 5/6 PASSENGER, FWD, SPORT UTILITY VEHICLE - 4 DOOR**

**Chevrolet HHR LS (1AT46)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster, full carpeted floor and ABS brakes.

**PRICE: \$15,679.00 plus DAS\***

**Discount from MSRP, for options not listed: 14%**

**Contract Price Factor: .7722\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 17: HOSELTON CHEVROLET INC. (Region 1)**

**ITEM 18 – 5/6 PASSENGER RWD SUV - 4 DOOR**

**NO AWARD**

**ITEM 19 – 5/6 PASSENGER, AWD, SUV - 4 DOOR**

**NO AWARD**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)** (cont'd)

**ITEM 20 – 5/6 PASSENGER 4x4, SPORT UTILITY VEHICLE - 4 DOOR**

**Ford Escape XLT (U9D)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster, full carpeted floor and ABS brakes.

**PRICE: \$19,054.00 plus DAS\***

**Discount from MSRP, for options not listed: 5%**

**Contract Price Factor: .7044\*\***

**Delivery: 90 Days ARO**

**CONTRACTOR, ITEM 20: VAN BORTEL FORD, INC. (Region 1)**

**ITEM 21 – 7/8 PASSENGER FWD SUV - 4 DOOR**

**NO AWARD**

**ITEM 22 – 7/8 PASSENGER, RWD, SPORT UTILITY VEHICLE - 4 DOOR**

**Ford Expedition XLT (U1F)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus automatic transmission, full size spare tire and wheel, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster, full carpeted floor and ABS brakes.

**PRICE: \$25,958.00 plus DAS\***

**Discount from MSRP, for options not listed: 13%**

**Contract Price Factor: .7038\*\***

**Delivery: 150 Days ARO**

**CONTRACTOR, ITEM 22: WARNOCK AUTOMOTIVE, INC. d/b/a  
WARNOCK FLEET (Region 6)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)** (cont'd)

**ITEM 23 – 7/8 PASSENGER 4WD SUV - 4 DOOR**

**NO AWARD**

**ITEM 24 – 7/8 PASSENGER, 4x4, SPORT UTILITY VEHICLE - 4 DOOR**

**Ford Expedition XLT (U1G)**

Vehicle to include all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered, automatic transmission, full size spare tire and wheel, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster, full carpeted floor and ABS brakes.

**PRICE: \$28,281.00 plus DAS\***

**Discount from MSRP, for options not listed: 13%**

**Contract Price Factor: .7108\*\***

**Delivery: 150 Days ARO**

**CONTRACTOR, ITEM 24: WARNOCK AUTOMOTIVE, INC. d/b/a  
WARNOCK FLEET (Region 6)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)** (cont'd)

**ITEM 25 – 9 PASSENGER FWD SUV - 4 DOOR**

**NO AWARD**

**ITEM 26A – 9 – PASSENGER, RWD, SPORT UTILITY VEHICLE - 4 DOOR**

**Chevrolet Tahoe (CC10706)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, automatic transmission, full size spare tire and wheel, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster, full carpeted floor and ABS brakes.

**PRICE: \$28,350.00 plus DAS\***

**Discount from MSRP, for options not listed: 6%**

**Contract Price Factor: .7600\*\***

**Delivery: 100 Days ARO**

**CONTRACTOR, ITEM 26A: CARS UNLIMITED OF SUFFOLK, LLC. (Region 6)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)** (cont'd)

**ITEM 26B – 9 – PASSENGER, RWD, SPORT UTILITY VEHICLE - 4 DOOR**

**Chevrolet Suburban  
(CC10906)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, automatic transmission, full size spare tire and wheel, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster, full carpeted floor and ABS brakes.

**PRICE: \$29,985.00 plus DAS\***

**Discount from MSRP, for options not listed: 6%**

**Contract Price Factor: .7372\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 26B: HOSELTON CHEVROLET INC. (Region 1)**

**ITEM 27 – 9 – PASSENGER AWD SUV - 4 DOOR**

**NO AWARD**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85) (cont'd)**

**ITEM 28A – 9 – PASSENGER, 4x4, SPORT UTILITY VEHICLE - 4 DOOR**

**Chevrolet Tahoe  
(CK10706)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, automatic transmission, full size spare tire and wheel, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster, full carpeted floor and ABS brakes.

**PRICE: \$31,800.00 plus DAS\***

**Discount from MSRP, for options not listed: 13%**

**Contract Price Factor: .7770\*\***

**Delivery: 70 Days ARO**

**CONTRACTOR, ITEM 28A: WHITESIDE CHEVROLET INC. (Region 6)**

**ITEM 28B – 9 – PASSENGER, 4x4, SPORT UTILITY VEHICLE - 4 DOOR**

**Chevrolet Suburban  
(CK10906)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, automatic transmission, full size spare tire and wheel, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster, full carpeted floor and ABS brakes.

**PRICE: \$32,456.00 plus DAS\***

**Discount from MSRP, for options not listed: 8%**

**Contract Price Factor: .7466\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 28B: HOSELTON CHEVEROLET INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85) (cont'd)**

**ITEM 29A – 1/2 TON, REGULAR CAB, LONG BOX, 4X2 PICKUP **Ford F-150 (F1C)****

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, automatic transmission, full size spare tire and wheel, 4-Wheel Anti-Lock Brakes, air conditioning, 8 cylinder engine, minimum GVWR 6,400 pounds and rear step bumper.

**PRICE: \$15,260.00 plus DAS\***

**DOT Optional Package: \$1,295**

**Discount from MSRP, for options not listed: 5%**

**Contract Price Factor: .6311\*\***

**Delivery: 90 Days ARO**

**CONTRACTOR, ITEM 29A: VAN BORTEL FORD, INC. (Region 1)**

**ITEM 29B – 1/2 TON, REGULAR CAB, LONG BOX, 4X2 PICKUP**

**Chevrolet Silverado 1500  
133" WB (CC10903)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, automatic transmission, full size spare tire and wheel, 4-Wheel Anti-Lock Brakes, air conditioning, 8 cylinder engine, minimum GVWR 6,400 pounds and rear step bumper.

**PRICE: \$15,528.00 plus DAS\***

**DOT Optional Package: \$989.00**

**Discount from MSRP, for options not listed: 10%**

**Contract Price Factor: .6695\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 29B: HOSELTON CHEVROLET INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)** (cont'd)

**ITEM 30A – 1/2 TON, REGULAR CAB, LONG BOX, 4X4 PICKUP**

**Dodge Ram 1500  
(DS6L62)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, automatic transmission, full size spare tire and wheel, 4-Wheel Anti-Lock Brakes, air conditioning, 8 cylinder engine, minimum GVWR 6,400 pounds and rear step bumper.

**PRICE: \$16,927.00 plus DAS\***

**DOT Optional Package: Not Available**

**Discount from MSRP, for options not listed: 8%**

**Contract Price Factor: .6384\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 30A: ALBANY DODGE INC. (Region 3)**

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)** (cont'd)

**ITEM 30B – 1/2 TON, REGULAR CAB, LONG BOX, 4X4 PICKUP**

**Ford F-150 (F1E)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, automatic transmission, full size spare tire and wheel, 4-Wheel Anti-Lock Brakes, air conditioning, 8 cylinder engine, minimum GVWR 6,400 pounds and rear step bumper.

**PRICE: \$17,771.00 plus DAS\***

**DOT Optional Package: \$1,295**

**Discount from MSRP, for options not listed: 5%**

**Contract Price Factor: .6225\*\***

**Delivery: 90 Days ARO**

**CONTRACTOR, ITEM 30B: VAN BORTEL FORD, INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85)** (cont'd)

**ITEM 31A – 1/2 TON, EXTENDED CAB, SHORT BOX, 4X4 PICKUP**

**Dodge Quad  
(DS6L41)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, automatic transmission, full size spare tire and wheel, 4-Wheel Anti-Lock Brakes, air conditioning, minimum 8 cylinder engine, minimum GVWR 6,700 pounds and rear step bumper.

**PRICE: \$19,281.00 plus DAS\***

**DOT Optional Package: Not Available**

**Discount from MSRP, for options not listed: 8%**

**Contract Price Factor: .6379\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 31A: ALBANY DODGE INC. (Region 3)**

**ITEM 31B – 1/2 TON, EXTENDED CAB, SHORT BOX, 4X4 PICKUP**

**Ford F-150 (X1E) S/C**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, automatic transmission, full size spare tire and wheel, 4-Wheel Anti-Lock Brakes, air conditioning, minimum 8 cylinder engine, minimum GVWR 6,700 pounds and rear step bumper.

**PRICE: \$20,022.00 plus DAS\***

**DOT Optional Package: \$1,295**

**Discount from MSRP, for options not listed: 5%**

**Contract Price Factor: .6490\*\***

**Delivery: 90 Days ARO**

**CONTRACTOR, ITEM 31B: VAN BORTEL FORD, INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT I- FLEX FUEL VEHICLES (ETHANOL, E-85) (cont'd)**

**ITEM 32A – 1/2 TON, EXTENDED CAB, LONG BOX, 4X4 PICKUP **Ford F150 (X1E) S/C****

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, automatic transmission, full size spare tire and wheel, 4-Wheel Anti-Lock Brakes, air conditioning, minimum 8 cylinder engine, minimum GVWR 6,700 pounds and rear step bumper.

**PRICE: \$22,151.00 plus DAS\***

**DOT Optional Package: \$1,295**

**Discount from MSRP, for options not listed: 5%**

**Contract Price Factor: .6618\*\***

**Delivery: 90 Days ARO**

**CONTRACTOR, ITEM 32A: VAN BORTEL FORD, INC. (Region 1)**

**ITEM 32B – 1/2 TON, EXTENDED CAB, LONG BOX, 4X4 PICKUP **Chevrolet Silverado 1500 157.5" WB (CK10953) WT****

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, automatic transmission, full size spare tire and wheel, 4-Wheel Anti-Lock Brakes, air conditioning, minimum 8 cylinder engine, minimum GVWR 6,700 pounds and rear step bumper.

**PRICE: \$22,208.00 plus DAS\***

**DOT Optional Package: \$989.00**

**Discount from MSRP, for options not listed: 6%**

**Contract Price Factor: .7029\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 32B: HOSELTON CHEVROLET INC. (Region 1)**

**END OF LOT I**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT II - GASOLINE/ELECTRIC HYBRID VEHICLES**

**ITEM 33 - COMPACT SEDAN**

**HONDA INSIGHT HYBRID (ZE2H5AEW)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**PRICE: \$18,688.00 plus DAS\***

**Discount from MSRP, for options not listed: 25%**

**Contract Price Factor: .9112\*\***

**Delivery: 60 Days ARO**

**CONTRACTOR, ITEM 33: BAY RIDGE VOLVO AMERICAN INC. (Region 6)**

**ITEM 34 – COMPACT SEDAN**

**TOYOTA PRIUS HYBRID (1221)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**PRICE: \$19,812.00 plus DAS\***

**Discount from MSRP, for options not listed: 20%**

**Contract Price Factor: .9109\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 34: HOSELTON IMPORTS INC. d/b/a  
HOSELTON TOYOTA (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT II - GASOLINE/ELECTRIC HYBRID VEHICLES** (Cont'd)

**ITEM 35 - COMPACT SEDAN**

**HONDA CIVIC HYBRID (FA3F2AEW)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**PRICE: \$22,014.94 plus DAS\***

**Discount from MSRP, for options not listed: 25%**

**Contract Price Factor: .8982\*\***

**Delivery: 60 Days ARO**

**CONTRACTOR, ITEM 35: BAY RIDGE VOLVO AMERICAN INC. (Region 6)**

**ITEM 36 - MID-SIZE SEDAN**

**NISSAN ALTIMA (14010)**

Vehicle to include all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**PRICE: \$21,498.00 plus DAS\***

**Discount from MSRP, for options not listed: 30%**

**Contract Price Factor: .7786\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 36: CENTRAL NISSAN LTD d/b/a LIA NISSAN (Region 3)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT II - GASOLINE/ELECTRIC HYBRID VEHICLES** (Cont'd)

**ITEM 37 - MID-SIZE SEDAN, FWD**

**FORD FUSION (POL)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, plus 4 cylinder engine, automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**PRICE: \$24,711.00 plus DAS\***

**Discount from MSRP, for options not listed: 10%**

**Contract Price Factor: .8716\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 37: FORDS NATIONAL AUTOMART INC.  
d/b/a MOTORS FLEET (Region 6)**

**ITEM 38 - MID-SIZE SEDAN, CHEVROLET MALIBU**

**NO AWARD**

**ITEM 39 – MID-SIZE SEDAN**

**TOYOTA CAMRY HYBRID, FWD (2560)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**PRICE: \$22,808.00 plus DAS\***

**Discount from MSRP, for options not listed: 10%**

**Contract Price Factor: .8476\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 39: HOSELTON IMPORTS INC. d/b/a  
HOSELTON TOYOTA (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT II - GASOLINE/ELECTRIC HYBRID VEHICLES** (Cont'd)

**ITEM 40 – 5 PASSENGER, MID-SIZE SEDAN (FWD) NO AWARD  
Mercury Milan**

**ITEM 41 – MID-SIZE SEDAN NO AWARD  
Honda Accord**

**ITEM 42 – 6 PASSENGER, CREW CAB, 4x4 (3HA)**

**GMC SIERRA (TK10543)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, plus 6 cylinder engine, automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, and ABS brakes.

**PRICE: \$37,300.00 plus DAS\***

**Discount from MSRP, for options not listed: 13%**

**Contract Price Factor: .8797\*\***

**Delivery: 75 Days ARO**

**CONTRACTOR, ITEM 42: WHITESIDE CHEVROLET INC. (Region 2)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT II - GASOLINE/ELECTRIC HYBRID VEHICLES** (Cont'd)

**ITEM 43 – 5 PASSENGER, CREW CAB, 4x4, (3HB)**

**GMC SIERRA (TK10543)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**PRICE: \$42,790.00 plus DAS\***

**Discount from MSRP, for options not listed: 13%**

**Contract Price Factor: .8856\*\***

**Delivery: 75 Days ARO**

**CONTRACTOR, ITEM 43: WHITESIDE CHEVROLET INC. (Region 2)**

**ITEM 44- 1/2 TON 4x4 CREW CAB**

**CHEVROLET SILVERADO 1500 Hybrid (CK10543) (1Hy)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, plus 8 cylinder engine, automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, and ABS brakes.

**PRICE: \$35,880.00 plus DAS\***

**Discount from MSRP, for options not listed: 6%**

**Contract Price Factor: .8442\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 44: HOSELTON CHEVROLET INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT II - GASOLINE/ELECTRIC HYBRID VEHICLES** (Cont'd)

**ITEM 45 - 1/2 TON 4x4 CREW CAB**

**CHEVROLET SILVERADO 1500 Hybrid (CK10543) (2Hy)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, plus 8 cylinder engine, automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**PRICE: \$41,622.00 plus DAS\***

**Discount from MSRP, for options not listed: 6%**

**Contract Price Factor: .8524\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 45: HOSELTON CHEVROLET INC. (Region 1)**

**ITEM 46 – 5 PASSENGER, SPORT UTILITY VEHICLE, 4x4  
Mazda Tribute**

**NO AWARD**

**ITEM 47 – 5 PASSENGER, SPORT UTILITY VEHICLE, 4x4  
Mercury Mariner**

**NO AWARD**

**ITEM 48 – 5 PASSENGER, SPORT UTILITY VEHICLE, FWD  
Saturn Vue**

**NO AWARD**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT II - GASOLINE/ELECTRIC HYBRID VEHICLES** (Cont'd)

**ITEM 49 – 5 PASSENGER SPORT UTILITY VEHICLE  
TOYOTA HIGHLANDER (4x2)**

**NO AWARD**

**ITEM 50 – 5 PASSENGER, SPORT UTILITY VEHICLE  
TOYOTA HIGHLANDER AWD (6964)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**PRICE: \$30,202.00 plus DAS\***

**Discount from MSRP, for options not listed: 20%**

**Contract Price Factor: .8508\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 50: NORTHWAY MOTOR CAR CORP. (Region 3)**

**ITEM 51 – 7 PASSENGER, SPORT UTILITY VEHICLE, 4x2  
Toyota Highlander Hybrid**

**NO AWARD**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT II - GASOLINE/ELECTRIC HYBRID VEHICLES** (Cont'd)

**ITEM 52 – 7 PASSENGER, SPORT UTILITY VEHICLE, 4x4**

**TOYOTA HIGHLANDER HYBRID (6964)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, plus 6 cylinder engine, automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**PRICE: \$29,783.00 plus DAS\***

**Discount from MSRP, for options not listed: 10%**

**Contract Price Factor: .8390\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 52: HOSELTON IMPORTS INC. d/b/a  
HOSELTON TOYOTA (Region 1)**

**ITEM 53 – 8 PASSENGER, SPORT UTILITY VEHICLE, 4x2**

**GMC YUKON (TC10706)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**PRICE: \$46,414.00 plus DAS\***

**Discount from MSRP, for options not listed: 13%**

**Contract Price Factor: .8855\*\***

**Delivery: 75 Days ARO**

**CONTRACTOR, ITEM 53: WHITESIDE CHEVROLET INC. (Region 2)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT II - GASOLINE/ELECTRIC HYBRID VEHICLES** (Cont'd)

**ITEM 54 – 8 PASSENGER, SPORT UTILITY VEHICLE, 4x4**

**GMC YUKON (TK10706)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**PRICE: \$49,043.00 plus DAS\***

**Discount from MSRP, for options not listed: 13%**

**Contract Price Factor: .8884\*\***

**Delivery: 75 Days ARO**

**CONTRACTOR, ITEM 54: WHITESIDE CHEVROLET INC. (Region 2)**

**ITEM 55 – 5 PASSENGER, SPORT UTILITY VEHICLE, 4x4**

**FORD ESCAPE (U5K)**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**PRICE: \$28,564.00 plus DAS\***

**Discount from MSRP, for options not listed: 13%**

**Contract Price Factor: .8854\*\***

**Delivery: 150 Days ARO**

**CONTRACTOR, ITEM 55: WARNOCK AUTOMOTIVE, INC.  
d/b/a WARNOCK FLEET (Region 6)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT II - GASOLINE/ELECTRIC HYBRID VEHICLES** (Cont'd)

**ITEM 56 – 5 PASSENGER, SPORT UTILITY VEHICLE, 4x2**

**FORD ESCAPE (U4K)**

Vehicle include all manufacturer's standard equipment and standard exterior and interior colors, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**PRICE: \$26,933.00 plus DAS\***

**Discount from MSRP, for options not listed: 13%**

**Contract Price Factor: .8828\*\***

**Delivery: 150 Days ARO**

**CONTRACTOR, ITEM 56: WARNOCK AUTOMOTIVE, INC.  
d/b/a WARNOCK FLEET (Region 6)**

**ITEM 57 – 8 PASSENGER, SPORT UTILITY VEHICLE, 4x4**

**CHEVROLET TAHOE (CK10706) 2-MODE HYBRID**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**PRICE: \$46,551.00 plus DAS\***

**Discount from MSRP, for options not listed: 15%**

**Contract Price Factor: .8545\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 57: MAJOR CHEVROLET INC. (Region 6)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT II - GASOLINE/ELECTRIC HYBRID VEHICLES** (Cont'd)

**ITEM 58 – 8 PASSENGER, SPORT UTILITY VEHICLE, 4x2**

**CHEVROLET TAHOE (CC10706) 2-MODE HYBRID**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**PRICE: \$43,984.00 plus DAS\***

**Discount from MSRP, for options not listed: 15%**

**Contract Price Factor: .8512\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 58: MAJOR CHEVROLET INC. (Region 6)**

**ITEM 59 – "Open" Item**

**NO AWARD**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

**END OF LOT II**

(continued)

**LOT III - DEDICATED COMPRESSED NATURAL GAS (CNG)**

**ITEM 60 – 7/8 PASSENGER VAN**

**2010 Chevrolet Express RWD  
Passenger Van 2500 CG23406**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, and ABS brakes.

<b>BASE VEHICLE</b>	<b>\$23,050.00</b>
<b>CONVERSION KIT</b>	<b>\$18,000.00</b>
<b>UNIT PRICE (Base +Conversion Kit):</b>	<b>\$41,050.00 plus DAS*</b>

**DOT Optional Package:** Not Available

**Discount from MSRP, for options not listed:** 0%

**Contract Price Factor (Base Vehicle):** .7398\*\*

**Contract Price Factor (Conversion Kit)** 1.0000\*\*

**Delivery:** 120 Days ARO

**CONTRACTOR, ITEM 60: EMPIRE COACH WORKS INTERNATIONAL, LLC (Region 6)**

**ITEM 61A – 12 PASSENGER VAN (min. GVWR 8,550 lbs.)**

**2010 Ford Econoline E3B  
E350 XL SD Wagon 138" WB**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus 8 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, and ABS brakes.

<b>BASE VEHICLE</b>	<b>\$20,000.00</b>
<b>CONVERSION KIT</b>	<b>\$18,050.00</b>
<b>UNIT PRICE (Base +Conversion Kit):</b>	<b>\$38,050.00 plus DAS*</b>

**DOT Optional Package:** \$1,295.00

**Discount from MSRP, for options not listed:** 5%

**Contract Price Factor (Base Vehicle):** .6277\*\*

**Contract Price Factor (Conversion Kit)** .9500\*\*

**Delivery:** 210 Days ARO

**CONTRACTOR, ITEM 61A: VAN BORTEL FORD, INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT III - DEDICATED COMPRESSED NATURAL GAS (CNG) (cont'd)**

**ITEM 61B – 12 PASSENGER VAN (min. GVWR 8,550 lbs.)**

**2010 Chevrolet Express RWD  
12 Passenger Van 2500 CG23406**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus 8 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, and ABS brakes.

**BASE VEHICLE** \$23,050.00  
**CONVERSION KIT** \$18,000.00  
**UNIT PRICE (Base +Conversion Kit):** \$41,050.00 plus DAS\*

**DOT Optional Package:** Not Available

**Discount from MSRP, for options not listed:** 0%

**Contract Price Factor (Base Vehicle):** .7398\*\*

**Contract Price Factor (Conversion Kit)** 1.0000\*\*

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 61B: EMPIRE COACH WORKS INTERNATIONAL, LLC (Region 6)**

**ITEM 62 – 12 PASSENGER VAN (min. GVWR 9,600 lbs.)**

**2010 Chevrolet Express RWD  
12 Passenger Van RWD 3500 Van  
CG33706**

Vehicle to include all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered, plus 8 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning and ABS brakes.

**BASE VEHICLE** \$26,801.00  
**CONVERSION KIT** \$18,000.00  
**UNIT PRICE (Base +Conversion Kit):** \$44,801.00 plus DAS\*

**DOT Optional Package:** Not Available

**Discount from MSRP, for options not listed:** 0%

**Contract Price Factor (Base Vehicle):** .7487\*\*

**Contract Price Factor (Conversion Kit)** 1.0000\*\*

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 62: EMPIRE COACH WORKS INTERNATIONAL, LLC (Region 6)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT III - DEDICATED COMPRESSED NATURAL GAS (CNG) (cont'd)**

**ITEM 63 – 15 PASSENGER REAR WHEEL DRIVE VAN**

**2010 Ford Econoline S3B  
E350 XL SDE Wagon 138" WB**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus 8 cylinder engine with automatic transmission, 155" wheel base, power brakes, power steering, driver and front passenger airbags, air conditioning and ABS brakes.

<b>BASE VEHICLE</b>	<b>\$22,222.00</b>
<b>CONVERSION KIT</b>	<b>\$18,050.00</b>
<b>UNIT PRICE (Base +Conversion Kit):</b>	<b>\$40,272.00 plus DAS*</b>

**DOT Optional Package:** \$1,295.00

**Discount from MSRP, for options not listed:** 5%

**Contract Price Factor (Base Vehicle):** .6504\*\*

**Contract Price Factor (Conversion Kit)** .9500\*\*

**Delivery:** 210 Days ARO

**CONTRACTOR, ITEM 63: VAN BORTEL FORD, INC. (Region 1)**

**ITEM 64 – 7/8 PASSENGER VAN**

**Ford E150 Wagon Model  
E1B XL SD Wagon 138" WB**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, and ABS brakes.

<b>BASE VEHICLE</b>	<b>\$16,989.00</b>
<b>CONVERSION KIT</b>	<b>\$ 9,749.00</b>
<b>UNIT PRICE (Base +Conversion Kit):</b>	<b>\$26,738.00 plus DAS*</b>

**DOT Optional Package:** \$901.00

**Discount from MSRP, for options not listed:** 20%

**Contract Price Factor (Base Vehicle):** .5713\*\*

**Contract Price Factor (Conversion Kit)** .9111\*\*

**Delivery:** 120 Days ARO

**CONTRACTOR, ITEM 64: FERRARIO FORD, INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT III - DEDICATED LIQUID PROPANE INJECTION (LPI)**

**ITEM 65 – 12 PASSENGER VAN (min. GVWR 8,550 lbs.)**

**2010 Ford Econoline Wagon  
E3B XL E350 138" WB**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for the vehicles offered, plus 8 cylinder engine with automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, and ABS brakes.

<b>BASE VEHICLE</b>	<b>\$18,698.00</b>
<b>CONVERSION KIT</b>	<b>\$ <u>9,749.00</u></b>
<b>UNIT PRICE (Base +Conversion Kit):</b>	<b>\$28,447.00 plus DAS*</b>

**DOT Optional Package:** **\$901.00**

**Discount from MSRP, for options not listed:** **20%**

**Contract Price Factor (Base Vehicle):** **.5869\*\***

**Contract Price Factor (Conversion Kit)** **.9111\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 65: FERRARIO FORD, INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT III - DEDICATED LIQUID PROPANE INJECTION (LPI) (cont'd)**

**ITEM 66 – 12 PASSENGER VAN (min. GVWR 9,600 lbs.) NO AWARD**

**ITEM 67 – 15 PASSENGER REAR WHEEL DRIVE VAN NO AWARD**

**ITEM 68 – 1/2 TON, REGULAR CAB, LONG BOX, 4x4 PICKUP NO AWARD**

**ITEM 69 – 1/2 TON, EXTENDED CAB, SHORT BOX, 4x4 PICKUP NO AWARD**

**ITEM 70 – 1/2 TON, EXTENDED CAB, LONG BOX, 4x4 PICKUP NO AWARD**

(continued)

**LOT III - DEDICATED LIQUID PROPANE INJECTION (LPI)** (cont'd)

**ITEM 71 – 3/4 TON, REGULAR CAB, LONG BOX, 4x4 PICKUP** **2010 Ford F250 XL F2B 4x4 RC LB 137" WB**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for the vehicles offered, plus 8 cylinder engine with automatic transmission, minimum GVWR 8,600 lbs, 4-Wheel Anti Lock brakes, rear step bumper, air conditioning and full-size spare tire and wheel.

**BASE VEHICLE** **\$25,890.00**  
**CONVERSION KIT** **\$ 9,295.00**  
**UNIT PRICE (Base +Conversion Kit):** **\$35,185.00 plus DAS\***

**DOT Optional Package:** **\$450.00**

**Discount from MSRP, for options not listed:** **20%**

**Contract Price Factor (Base Vehicle):** **.8422\*\***

**Contract Price Factor (Conversion Kit)** **.9029\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 71: FERRARIO FORD, INC. (Region 1)**

**LOT III - DEDICATED LIQUID PROPANE INJECTION (LPI)**

**ITEM 72 – 3/4 TON, EXTENDED CAB, SHORT BOX, 4x4 PICKUP** **2010 Ford F250 XL X2B 4x4 SC SB 142" WB**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for the vehicles offered, plus 8 cylinder engine with automatic transmission, minimum GVWR 9,200 lbs, 4-Wheel Anti Lock brakes, rear step bumper, air conditioning and full-size spare tire and wheel.

**BASE VEHICLE** **\$27,749.00**  
**CONVERSION KIT** **\$ 9,295.00**  
**UNIT PRICE (Base +Conversion Kit):** **\$37,044.00 plus DAS\***

**DOT Optional Package:** **\$450.00**

**Discount from MSRP, for options not listed:** **20%**

**Contract Price Factor (Base Vehicle):** **.8442\*\***

**Contract Price Factor (Conversion Kit)** **.9029\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 72: FERRARIO FORD, INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)







**LOT III – DEDICATED COMPRESSED NATURAL GAS (CNG) (cont'd)**

**ITEM 78B – 1/2 TON, REGULAR CAB, LONG BOX, 4x4 PICKUP 2010 Chevrolet Silverado 1500  
4x4 RC LB CK 10903**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for the vehicles offered, plus 8 cylinder engine with automatic transmission, minimum GVWR 6,400 lbs, 4-Wheel Anti Lock brakes, rear step bumper, air conditioning and full-size spare tire and wheel.

<b>BASE VEHICLE</b>	<b>\$20,542.00</b>
<b>CONVERSION KIT</b>	<b>\$18,000.00</b>
<b>UNIT PRICE (Base +Conversion Kit):</b>	<b>\$38,542.00 plus DAS*</b>

**DOT Optional Package:** **Not Available**

**Discount from MSRP, for options not listed:** **0%**

**Contract Price Factor (Base Vehicle):** **.7889\*\***

**Contract Price Factor (Conversion Kit)** **1.0000\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 78B: EMPIRE COACH WORKS INTERNATIONAL, LLC (Region 6)**

**ITEM 79A – 1/2 TON, EXTENDED CAB, SHORT BOX, 4x4 PICKUP 2010 Ford F150 X1E XL  
SC 145" WB**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for the vehicles offered, plus 8 cylinder engine with automatic transmission, minimum GVWR 6,700 lbs, 4-Wheel Anti Lock brakes, rear step bumper, air conditioning and full-size spare tire and wheel.

<b>BASE VEHICLE</b>	<b>\$20,585.00</b>
<b>CONVERSION KIT</b>	<b>\$18,050.00</b>
<b>UNIT PRICE (Base +Conversion Kit):</b>	<b>\$38,635.00 plus DAS*</b>

**DOT Optional Package:** **\$1,295.00**

**Discount from MSRP, for options not listed:** **5%**

**Contract Price Factor (Base Vehicle):** **.6673\*\***

**Contract Price Factor (Conversion Kit)** **.9500\*\***

**Delivery: 180 Days ARO**

**CONTRACTOR, ITEM 79A: VAN BORTEL FORD, INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT III – DEDICATED COMPRESSED NATURAL GAS (CNG)**

**ITEM 79B – 1/2 TON, EXTENDED CAB, SHORT BOX, 4x4 PICKUP** **2010 Chevrolet Silverado 1500 4x4 EC SB CK10753**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for the vehicles offered, plus 8 cylinder engine with automatic transmission, minimum GVWR 6,700 lbs, 4-Wheel Anti Lock brakes, rear step bumper, air conditioning and full-size spare tire and wheel.

**BASE VEHICLE** **\$23,896.00**  
**CONVERSION KIT** **\$18,000.00**  
**UNIT PRICE (Base +Conversion Kit):** **\$41,896.00 plus DAS\***

**DOT Optional Package:** **Not Available**

**Discount from MSRP, for options not listed:** **0%**

**Contract Price Factor (Base Vehicle):** **.7719\*\***

**Contract Price Factor (Conversion Kit)** **1.0000\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 79B: EMPIRE COACH WORKS INTERNATIONAL, LLC (Region 6)**

**ITEM 80A – 1/2 TON, EXTENDED CAB, LONG BOX, 4x4 PICKUP** **2010 Ford F150 X1E XL SC 163" WB**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for the vehicles offered, plus 8 cylinder engine with automatic transmission, minimum GVWR 6,800 lbs, 4-Wheel Anti Lock brakes, rear step bumper, air conditioning and full-size spare tire and wheel.

**BASE VEHICLE** **\$22,715.00**  
**CONVERSION KIT** **\$18,050.00**  
**UNIT PRICE (Base +Conversion Kit):** **\$40,765.00 plus DAS\***

**DOT Optional Package:** **\$1,295.00**

**Discount from MSRP, for options not listed:** **5%**

**Contract Price Factor (Base Vehicle):** **.6787\*\***

**Contract Price Factor (Conversion Kit)** **.9500\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 80A: VAN BORTEL FORD, INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT III – DEDICATED COMPRESSED NATURAL GAS (CNG) (cont'd)**

**ITEM 80B – 1/2 TON, EXTENDED CAB, LONG BOX, 4x4 PICKUP** **2010 Chevrolet Silverado 1500  
4x4 EC LB CK10953**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for the vehicles offered, plus 8 cylinder engine with automatic transmission, minimum GVWR 6,800 lbs, 4-Wheel Anti Lock brakes, rear step bumper, air conditioning and full-size spare tire and wheel.

**BASE VEHICLE** **\$24,837.00**  
**CONVERSION KIT** **\$18,000.00**  
**UNIT PRICE (Base +Conversion Kit):** **\$42,837.00 plus DAS\***

**DOT Optional Package:** **Not Available**

**Discount from MSRP, for options not listed:** **0%**

**Contract Price Factor (Base Vehicle):** **.7764\*\***

**Contract Price Factor (Conversion Kit)** **1.0000\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 80B: EMPIRE COACH WORKS INTERNATIONAL, LLC (Region 6)**

**ITEM 81 – 3/4 TON, REGULAR CAB, LONG BOX, 4x4 PICKUP 2010** **Chevrolet Silverado 2500  
4x4 RC LB CK20903**

Vehicle to include all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered, plus 8 cylinder engine with automatic transmission, minimum GVWR 8,800 lbs, 4-Wheel Anti Lock brakes, rear step bumper, air conditioning and full-size spare tire and wheel.

**BASE VEHICLE** **\$23,264.00**  
**CONVERSION KIT** **\$18,000.00**  
**UNIT PRICE (Base +Conversion Kit):** **\$41,264.00 plus DAS\***

**DOT Optional Package:** **Not Available**

**Discount from MSRP, for options not listed:** **0%**

**Contract Price Factor (Base Vehicle):** **.7363\*\***

**Contract Price Factor (Conversion Kit)** **1.0000\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 81: EMPIRE COACH WORKS INTERNATIONAL, LLC (Region 6)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT III – DEDICATED COMPRESSED NATURAL GAS (CNG) (cont'd)**

**ITEM 82 – 3/4 TON, EXTENDED CAB, SHORT BOX, 4x4 PICKUP **Chevrolet Silverado 2500  
4x4 EC SB CK20753****

Vehicle to include all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered, plus 8 cylinder engine with automatic transmission, minimum GVWR 9,200 lbs, 4-Wheel Anti Lock brakes, rear step bumper, air conditioning and full-size spare tire and wheel.

<b>BASE VEHICLE</b>	<b>\$26,507.00</b>
<b>CONVERSION KIT</b>	<b>\$18,000.00</b>
<b>UNIT PRICE (Base +Conversion Kit):</b>	<b>\$44,507.00 plus DAS*</b>

**DOT Optional Package:** **Not Available**

**Discount from MSRP, for options not listed:** **0%**

**Contract Price Factor (Base Vehicle):** **.7576\*\***

**Contract Price Factor (Conversion Kit)** **1.0000\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 82: EMPIRE COACH WORKS INTERNATIONAL, LLC (Region 6)**

**ITEM 83 – 3/4 TON, EXTENDED CAB, LONG BOX, 4x4 PICKUP **Chevrolet Silverado 2500  
4x4 EC LB CK20753****

Vehicle to include all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered, plus 8 cylinder engine with automatic transmission, minimum GVWR 9,200 lbs, 4-Wheel Anti Lock brakes, rear step bumper, air conditioning and full-size spare tire and wheel.

<b>BASE VEHICLE</b>	<b>\$26,507.00</b>
<b>CONVERSION KIT</b>	<b>\$18,000.00</b>
<b>UNIT PRICE (Base +Conversion Kit):</b>	<b>\$44,507.00 plus DAS*</b>

**DOT Optional Package:** **Not Available**

**Discount from MSRP, for options not listed:** **0%**

**Contract Price Factor (Base Vehicle):** **.7576\*\***

**Contract Price Factor (Conversion Kit)** **1.0000\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 83: EMPIRE COACH WORKS INTERNATIONAL, LLC (Region 6)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT III – DEDICATED COMPRESSED NATURAL GAS (CNG) (cont'd)**

**ITEM 84 – 3/4 TON, 6 PERSON CAB, SHORT BOX, 4x4 PICKUP **Chevrolet Silverado 2500  
4x4 (CK20743)****

Vehicle to include all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered, plus 8 cylinder engine with automatic transmission, minimum GVWR 9,200 lbs, 4-Wheel Anti Lock brakes, rear step bumper, air conditioning and full-size spare tire and wheel.

<b>BASE VEHICLE</b>	<b>\$27,466.00</b>
<b>CONVERSION KIT</b>	<b>\$18,000.00</b>
<b>UNIT PRICE (Base +Conversion Kit):</b>	<b>\$45,466.00 plus DAS*</b>

**DOT Optional Package:** **Not Available**

**Discount from MSRP, for options not listed:** **0%**

**Contract Price Factor (Base Vehicle):** **.7514\*\***

**Contract Price Factor (Conversion Kit)** **1.0000\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 84: EMPIRE COACH WORKS INTERNATIONAL, LLC (Region 6)**

**ITEM 85 – 1 TON, REGULAR CAB, LONG BOX, 4x4 PICKUP **Chevrolet Silverado 3500  
4x4 HD RC LB (CK30903)****

Vehicle to include all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered, plus 8 cylinder engine with automatic transmission, minimum GVWR 9,600 lbs, 4-Wheel Anti Lock brakes, rear step bumper, air conditioning and full-size spare tire and wheel.

<b>BASE VEHICLE</b>	<b>\$23,986.00</b>
<b>CONVERSION KIT</b>	<b>\$18,000.00</b>
<b>UNIT PRICE (Base +Conversion Kit):</b>	<b>\$41,986.00 plus DAS*</b>

**DOT Optional Package:** **Not Available**

**Discount from MSRP, for options not listed:** **0%**

**Contract Price Factor (Base Vehicle):** **.7360\*\***

**Contract Price Factor (Conversion Kit)** **1.0000\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 85: EMPIRE COACH WORKS INTERNATIONAL, LLC (Region 6)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

**LOT III – DEDICATED COMPRESSED NATURAL GAS (CNG) (cont'd)**

**ITEM 86 – 1 TON, REGULAR CAB, LONG BOX, DRW, 4x4 PICKUP Chevrolet Silverado 3500 HD  
DRW RC LB CK30903**

Vehicle to include all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered, plus 8 cylinder engine with automatic transmission, minimum GVWR 10,000 lbs, 4-Wheel Anti Lock brakes, rear step bumper, air conditioning and full-size spare tire and wheel.

<b>BASE VEHICLE</b>	<b>\$24,539.00</b>
<b>CONVERSION KIT</b>	<b>\$18,000.00</b>
<b>UNIT PRICE (Base +Conversion Kit):</b>	<b>\$42,539.00 plus DAS*</b>
<b>DOT Optional Package:</b>	<b>Not Available</b>

<b>Discount from MSRP, for options not listed:</b>	<b>0%</b>
<b>Contract Price Factor (Base Vehicle):</b>	<b>.7417**</b>
<b>Contract Price Factor (Conversion Kit)</b>	<b>1.0000**</b>

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 86: EMPIRE COACH WORKS INTERNATIONAL, LLC (Region 6)**

**ITEM 87 – 1 TON, 6-PERSON CAB, LONG BOX, SRW, 4x4 PICKUP Chevrolet Silverado 3500 HD  
SRW RC LB CK30943**

Vehicle to include all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered, plus 8 cylinder engine with automatic transmission, minimum GVWR 9,800 lbs, 4-Wheel Anti Lock brakes, rear step bumper, air conditioning and full-size spare tire and wheel.

<b>BASE VEHICLE</b>	<b>\$28,012.00</b>
<b>CONVERSION KIT</b>	<b>\$18,000.00</b>
<b>UNIT PRICE (Base +Conversion Kit):</b>	<b>\$46,012.00 plus DAS*</b>
<b>DOT Optional Package:</b>	<b>Not Available</b>

<b>Discount from MSRP, for options not listed:</b>	<b>0%</b>
<b>Contract Price Factor (Base Vehicle):</b>	<b>.7455**</b>
<b>Contract Price Factor (Conversion Kit)</b>	<b>1.0000**</b>

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 87: EMPIRE COACH WORKS INTERNATIONAL, LLC (Region 6)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)

**LOT III – DEDICATED COMPRESSED NATURAL GAS (CNG)** (cont'd)

**ITEM 87.1 – COMPACT 4 DOOR SEDAN**

**2010 Honda Civic NGV  
Model FA4F5AEW**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for the vehicles offered, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

**UNIT PRICE:** **\$24,832.84 plus DAS\***

**Discount from MSRP, for options not listed:** **25%**

**Contract Price Factor (Base Vehicle):** **.9533\*\***

**Contract Price Factor (Conversion Kit)** **N/A\*\***

**Delivery: 90 Days ARO**

**CONTRACTOR, ITEM 87.1B: BAY RIDGE VOLVO AMERICAN INC. (Region 6)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

**END OF LOT III**

(continued)







**LOT IV - PICKUP TRUCKS WITH 8500 GVWR OR HIGHER** (cont'd)

**ITEM 91A** – 3/4 TON, EXTENDED CAB, LONG BOX, 4x4 PICKUP      **2010 Ford F250 X2B XL  
4X4 SD SCLB**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for the vehicles offered, automatic transmission, full size spare tire and wheel, 4-Wheel Anti-Lock Brakes, air conditioning, 8 cylinder engine, minimum GVWR 9,200 pounds and rear step bumper.

**UNIT PRICE:**      **\$21,336.00**

**DOT Optional Package:**      **\$1,112.00**

**Discount from MSRP, for options not listed:**      **5%**

**Contract Price Factor (Base Vehicle):**      **.6454\*\***

**Delivery: 90 Days ARO**

**CONTRACTOR, ITEM 91A: VAN BORTEL FORD, INC. (Region 1)**

**ITEM 91B** – 3/4 TON, EXTENDED CAB, LONG BOX, 4x4 PICKUP      **2010 Chevrolet Silverado 2500HD  
CK20953 4X4 ECLB 157.5" WB  
Work Truck**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for the vehicles offered, automatic transmission, full size spare tire and wheel, 4-Wheel Anti-Lock Brakes, air conditioning, 8 cylinder engine, minimum GVWR 9,200 pounds and rear step bumper.

**UNIT PRICE (Base +Conversion Kit):**      **\$22,898.00**

**DOT Optional Package:**      **\$989.00**

**Discount from MSRP, for options not listed:**      **10%**

**Contract Price Factor (Base Vehicle):**      **.6715\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 91B: HOSELTON CHEVROLET, INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

(continued)









**LOT IV - PICKUP TRUCKS WITH 8500 GVWR OR HIGHER** (cont'd)

**ITEM 96B – 1 TON, 6-PERSON CAB, LONG BOX, SRW, 4x4 PICKUP 2010 Chevrolet Silverado 3500HD CK30943 4X4 CCLBSRW 167” WB Work Truck**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for the vehicles offered, automatic transmission, full size spare tire and wheel, 4-Wheel Anti-Lock Brakes, air conditioning, minimum 8 cylinder engine, minimum GVWR 9,900 pounds and rear step bumper.

**UNIT PRICE:** \$25,097.00

**DOT Optional Package:** \$989.00

**Discount from MSRP, for options not listed:** 13%

**Contract Price Factor (Base Vehicle):** .6877\*\*

**Delivery:** 120 Days ARO

**CONTRACTOR, ITEM 96B: HOSELTON CHEVROLET, INC. (Region 1)**

\*Add delivery charge to price. (See page 6 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

\*\*This Contract Price Factor will be applied to the Manufacturer's Suggested Retail Price (MSRP) on all model year substitutions.

**END OF LOT IV**

(continued)

**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.

**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](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto: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.

**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>

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**DEBRIEFING:**

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

**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](http://www.ogs.state.ny.us)).

**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 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.

**PERIODIC RECRUITMENT:**

The State reserves the right to consider additional models of vehicles, under this award, for any new items or technology that may become available during the contract term at any time determined by the State to be in its best interest. Vendors shall be required to submit an original bid document which may include an addendum containing additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Bids shall be evaluated under similar terms and conditions. Once awarded a contract, a vendor may not resubmit a bid for future consideration until the original bids have been evaluated and contracts awarded. Upon successful completion of the qualification process under the terms of the method of award, supplemental award(s) shall be recommended.

(continued)

**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.

**DELIVERY:**

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

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.

**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 by an entity of the agency's choosing and contractor will be required to reimburse the agency for this expense within 30 days of request.

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. In the event a vehicle is delivered with mileage exceeding such amounts, \$5.00 for each mile up to 100 miles and \$10.00 each mile over 100 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 the agency certifying delivery of vehicle and odometer reading. 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.

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**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 by contractor. If a substitute is not available or acceptable, then a similar vehicle from the next model year must 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.

**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.

**CONTRACT PERIOD AND RENEWALS:**

**General** - The contract shall commence with the date of award and continue for three years. Unless renewed, the contract shall terminate upon the manufacturer's production build-out date or depletion of all stocks, whichever occurs last for the last model year available during the initial term of this contract. 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.

Contractors may supply next model year (MY) vehicles 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 new model year contract has been awarded, no further sales may take place under this contract. In no case shall sales be extended beyond March 15, 2015. The State reserves the right to terminate this agreement at any time.

**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 additional period(s) not to exceed a total contract term of five years or March 15, 2015.

**SHORT TERM EXTENSION:**

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.

(continued)

**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 the vehicle is accepted or put in service, whichever occurs last.

Where cars develop chronic failures during the warranty period, contractor shall extend the warranty period for an equal period of time following correction of such failures, 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. Contractor may not advertise its name on the vehicle.

**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.

**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 Don Cobb, Government Account Manager (NE), Ford Motor Company at (860) 647-0099.

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**PRICE SHEETS AND CATALOGS:**

Contractor shall be required to furnish, without charge, catalog and nationally published price list identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users who request them.

Catalogs and nationally published price lists may be furnished to users in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and nationally published price lists.

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

**General** - The contractor must provide the vehicle specified with all the features, options, accessories, equipment, specified by the solicitation.

Subsequently, 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. ***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 are not allowed.**

(continued)

**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.

**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.

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

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

**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.

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**WARNING LIGHTS:**

Vehicle warning lights, siren or light bars 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.

**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".

**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	

**SAFETY ADVISORY REGARDING 15 PASSENGER VANS:**

Be advised that all vehicles operated in New York State for transporting passengers under the age of 21 to and/or from school (public or private) with a passenger capacity of greater than ten must have been manufactured to meet federal school bus safety standards. School Service includes day care, day camp, religious services or instruction. It does not include post secondary education. For further information you can contact the Motor Carrier Safety Bureau at (518) 485-2448.

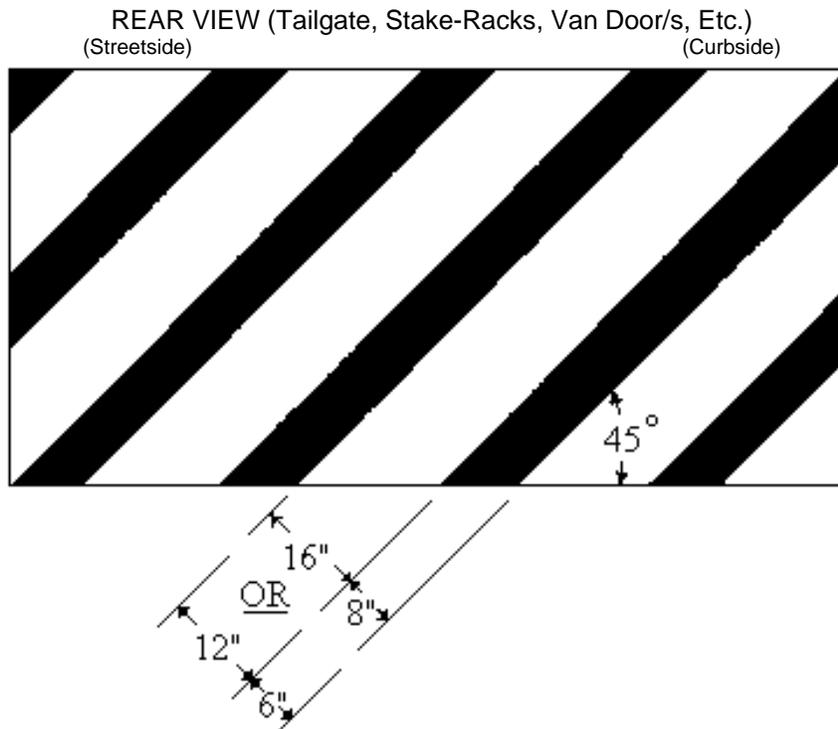
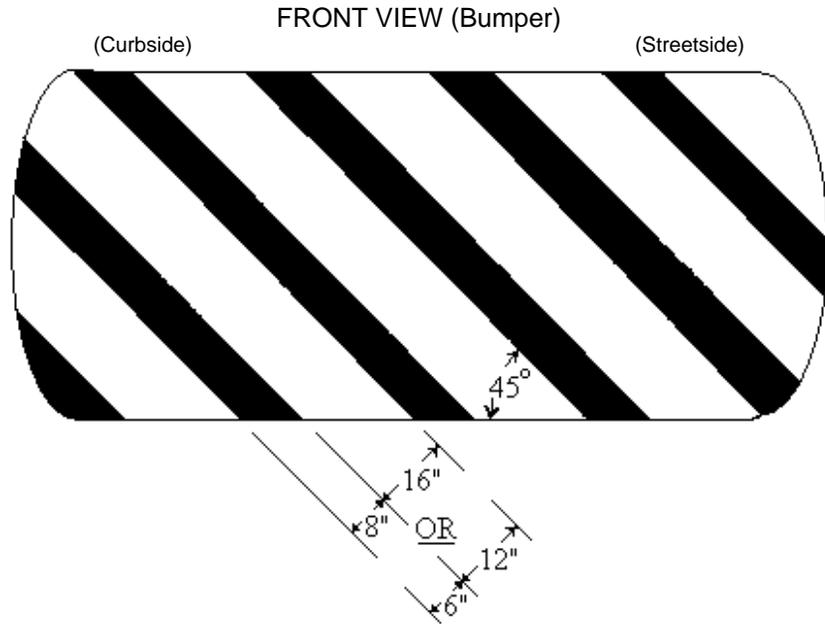
**DOT OPTIONAL PACKAGE:**

When a DOT Optional Package is specified, it shall meet the following requirements:

1. Dupont Chrome Yellow 6578X, School Bus Yellow or manufactures' equal.
2. Cargo Van Bulkhead - WeatherGuard No. 86000-X (full size van)/87000-X (mini van) or equal. No bulkhead required for Passenger van unless specified.
3. Rotary Beacon - Federal Signal Model 100 center mounted on the top of the cab. Beacon controlled by a fused/breakered, pilot lighted and labeled (no Dymo tape) switch mounted in the dash. (Acceptable substitutes: Federal Signal flashing light part #252650-02NYS DOT **or** Star Warning Systems flashing part #255HTCL-A-NY **or** Whelen flashing part #L21-NYS.
4. Striping on the Front Bumper (if painted) and Rear Doors -
  - a. DuPont DuLux Blue - Six (6) inch wide, eighteen (18) inch on center at 45 degrees with a minimum of four (4) stripes DuPont DuLux 6014 Blue. See diagram on next page.
  - b. 3M Blue Tape - As 4a except utilizing 3M Brand Series 580/680-75 six (6) inch wide Blue reflective tape/sheeting.
5. Fire Extinguisher - 2.5 pound dry chemical ABC rated with mounting bracket.
6. Three-piece Triangle "Flare" kit with storage box for roadside emergency use.

(continued)

VEHICLE PAINT STRIPING  
DEPARTMENT OF TRANSPORTATION



*Units shall have 6" Wide Stripes (minimum) at 18" On Center  
Door-Panel/s shall have (a minimum of ) Four Stripes*

**NOTE: IF CONTRACT USERS OPT FOR THIS DOT STRIPING PACKAGE,  
THEY SHOULD NEGOTIATE PRICING WITH THE CONTRACTOR SINCE  
PRICES FOR THIS SERVICE VARY GREATLY.**

(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:

Customer	Model Year of Vehicle(s)	Contract Item No.	Quantity	Unit Price (Delivered)	Options Total	Total (Quantity x Unit Price)
Town of ABC	2010	1	2	\$30,000.00	\$1,000.00	\$61,000.00
County EFG	2011	2	1	\$38,000.00	\$1,000.00	\$39,000.00
State Agency HIJ	2010	3	4	\$35,000.00	\$1,000.00	\$141,000.00
NYS POLICE	2012	4	10	\$32,000.00	\$1,000.00	\$321,000.00

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.

**"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:**

Purchases of the products included in the Invitation For Bids and related 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 products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price  
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the 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.

**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 bidder 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.

(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 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242  
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