

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21513](#)

DATE: January 4, 2012

GROUP: 40523 – BUSES (TRANSIT), ADULT
PASSENGER (2009 & Newer)
(DOT-FTA and Others)

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

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

REVISED CONTRACT PERIOD:
April 6, 2009 – January 14, 2012

CONTRACTORS/CONTRACT NOS.:

Arcola Sales & Service Corp. / PC64220
Don Brown Bus Sales, Inc. / PC64221
Gorman Enterprises / PC64222
Matthews Buses, Inc. / PC64223
Nesco Bus & Truck Sales, Inc. /PC64224

OTHER AUTHORIZED USERS

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

SUBJECT: One Month Contract Extension from December 15, 2011 through January 14, 2012

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

The above contract has been extended through **January 14, 2012** or until a new contract is approved. The new contract approval is imminent. Please be sure to review pricing and possibly negotiate better pricing accordingly, as the new contract will have lower prices in some instances. Per the Appendix B, Clause 40 listed below, authorized users are always able to seek better than contract pricing.

40. MODIFICATION OF CONTRACT TERMS: The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, “shrink wrap” terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User’s subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

All other terms and conditions remain the same.
Please attach this memo to your copy of the contract award document.

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21513](#)

DATE: November 10, 2010

GROUP: 40523 – BUSES (TRANSIT), ADULT
PASSENGER (2009 & Newer)
(DOT-FTA and Others)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Sandra Nolan
Purchasing Officer
(518) 474-5040
sandra.nolan@ogs.state.ny.us

CONTRACT PERIOD:
April 6, 2009 - December 14, 2010

OTHER AUTHORIZED USERS

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

CONTRACTORS/CONTRACT NOS.:
Arcola Sales & Service Corp. / PC64220
Don Brown Bus Sales, Inc. / PC64221
Gorman Enterprises / PC64222
Matthews Buses, Inc. / PC64223
Nesco Bus & Truck Sales, Inc. /PC64224

SUBJECT: One Year Contract Renewal from December 15, 2010 through December 14, 2011

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

The above contractors agree to extend their contracts through **December 14, 2011**.

All other terms and conditions remain the same.

Please attach this memo to your copy of the contract award document.

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21513](#)

DATE: September 28, 2010

GROUP: 40523 – BUSES (TRANSIT), ADULT
PASSENGER (2009 & Newer)
(DOT-FTA and Others)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Sandra Nolan
Purchasing Officer
(518) 474-5040
sandra.nolan@ogs.state.ny.us

CONTRACT PERIOD:
April 6, 2009 - December 14, 2010

OTHER AUTHORIZED USERS

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

CONTRACTORS/CONTRACT NOS.:
Arcola Sales & Service Corp. / PC64220
Don Brown Bus Sales, Inc. / PC64221
Matthew's Buses, Inc. / PC64223
Nesco Bus & Truck Sales, Inc. / PC64224
Gorman Enterprises / PC64222

SUBJECT: PPI Adjustment for Period starting September 15, 2010

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

The Office of General Services, Procurement Services Group has reviewed the above contractors' contract pricing and determined that the Unit Prices provided, effective September 15, 2010, will be adjusted and are correct as follows (as permitted by the PPI Price Adjustment clauses of this contract Award). These prices shall be effective for orders placed on or after September 15, 2010. See price increases on the following pages:

Item 1 – Type I – New Base Vehicle Price = \$35, 499.48

<u>Options</u>	<u>New Pricing</u>
#1- Wheelchair Lift	\$2,422.74
#2 – Restraint System	\$(265.23)
#3 – Flip Seat	\$545.75
#4 – Air conditioning	\$1,973.89
#4A – Air conditioning	\$2,177.91
#5 – Diesel Engine	\$6,426.63

Item 2 – Type II – New Base Vehicle Price = \$33,352.17

<u>Options</u>	<u>New Pricing</u>
#1- Wheelchair Lift_	\$4,849.56
#2 – Restraint System	\$(51.01)
#3 – Flip Seat	\$510.05
#4 – Air conditioning	\$5,437.13
#4A – Air conditioning	\$6,141.00
#6 – Diesel Engine	\$7,038.69
#7 – Floor (Raised), Flat	\$357.04

Item 3 – Type III – New Base Vehicle Price = \$34,278.42

<u>Options</u>	<u>New Pricing</u>
#1- Wheelchair Lift_	\$5,155.59
#2 – Restraint System	\$(51.01)
#3 – Flip Seat	\$510.05
#4 – Air conditioning	\$6,727.56
#4A – Air conditioning	\$7,365.12
#6 – Diesel Engine	\$7,038.69
#7 – Floor (Raised), Flat	\$357.04
#8 – Supplemental ADA Transit Package Upgrade	\$2,346.23

**Item 5 – Type V – New Base Vehicle Price = \$154,985.82
(new base price) \$148,285.82+ \$6,700.00 (2010 emissions increase) – p-memo dated 9/10/10**

<u>Options</u>	<u>New Pricing</u>
#1- Wheelchair Lift	\$7,644.63
#2 – Restraint System	\$374.38
#3 – Flip Seat	\$624.30
#4 – Air conditioning	\$9,588.94
#4A – Air conditioning	\$10,098.99
#8 – Supplemental ADA Transit Package Upgrade	\$3,376.53
#11 – Manual Pull-Out Step	\$306.03
#12 - Fiberglass Transit-Style Seating	\$6,120.60
#13 – Exhaust System, Vertical	\$6,120.60
#14 – Kneeling Step Option	\$2,142.21
#15 – Air Operated Driver’s Seat	\$183.62
#16 – Transit Style Mirrors	\$765.08

**Item 6 – Type VI (Supplemental Award) – New Base Vehicle Price = \$75,635.75
(new base price) \$71,284.75+ \$4,351.00 (2010 emissions increase) – p-memo dated 11/17/09**

<u>Options</u>	<u>New Pricing</u>
#1- Wheelchair Lift	\$2,977.88
#2 – Restraint System	\$(300.93)
#3 – Flip Seat	\$655.31
#4 – Air conditioning	\$5,077.04
#4A – Air conditioning	\$252.98
#8 – Supplemental ADA Transit Package Upgrade	\$2,952.17

All other terms and conditions remain the same.

Please attach this memo to your copy of the contract award document.

New York State Office of General Services
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21513](#)

DATE: September 10, 2010

GROUP: 40523 – BUSES (TRANSIT), ADULT
PASSENGER (2009 & Newer)
(DOT-FTA and Others)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Sandra Nolan
Purchasing Officer
(518) 474-5040
sandra.nolan@ogs.state.ny.us

CONTRACT PERIOD:
April 6, 2009 - December 14, 2010

CONTRACTORS/CONTRACT NOS.:
Matthews Buses, Inc. / PC64223
Quality Bus Sales of NY/PC64225

OTHER AUTHORIZED USERS

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

SUBJECT: Contract Cancellation and Assignment

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

Quality Bus Sales of NY's contract has been cancelled **effective immediately**. In addition, this contract has been assigned to Matthews Buses Inc. All orders for **Type V** buses on the above award should go to Matthews Buses, Inc. (PC64223) or Nesco Bus & Truck Sales, Inc.(PC64224) as they share this item. Vendor information can be found on page 2 of the above contract award notice.

All other terms and conditions remain the same.

Please attach this memo to your copy of the contract award document.

New York State Office of General Services
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21513](#)

DATE: September 10, 2010

GROUP: 40523 – BUSES (TRANSIT), ADULT
PASSENGER (2009 & Newer)
(DOT-FTA and Others)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Sandra Nolan
Purchasing Officer
(518) 474-5040
sandra.nolan@ogs.state.ny.us

CONTRACT PERIOD:
April 6, 2009 - December 14, 2010

CONTRACTORS/CONTRACT NOS.:
Mathews Buses, Inc. / PC64223
Nesco Bus & Truck Sales, Inc. /PC64224

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

SUBJECT: Government Mandated Program Price Adjustment for Type V Buses

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

The Federal Government mandated EPA emission standards, enacted under the Clean Air Act, require all manufacturers to comply with the more stringent emission standards for diesel engines beginning with the 2010 model year.

These new emission standards will result in a cost adjustment increase as permitted under the “Government Mandated Program Price Adjustment” clause of the contract award as indicated below:

Item 5: The Type V Bus, FC/RE; 40 Adult Passenger; (Body and Chassis): HDX 120YN will have a **\$6,700.00** price increase, representing a new unit price of **\$153, 241.44**.

All other terms and conditions remain the same.

Please attach this memo to your copy of the contract award document.

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21513](#)

DATE: March 8, 2010

GROUP: 40523 – BUSES (TRANSIT), ADULT
PASSENGER (2009 MY & Newer)
(DOT-FTA and Others)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Sandra Nolan
Purchasing Officer
(518) 474-5040
sandra.nolan@ogs.state.ny.us

CONTRACT PERIOD:
April 6, 2009 - December 14, 2010

CONTRACTORS/CONTRACT NOS.:
Arcola Sales & Service Corp. / PC64220
Don Brown Bus Sales, Inc. / PC64221
Matthew's Buses, Inc. / PC64223
Nesco Bus & Truck Sales, Inc. /PC64224
Quality Bus Sales & Service, Inc. /PC64225
Gorman Enterprises / PC64222

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

SUBJECT: Vehicle Compliance Issues

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

The NYS Department of Transportation would like to address several issues related to vehicle compliance with OGS Award 21513. For all future orders from the contract, please note the following requirements for all contract purchases enforced as part of the base vehicle price and/or optional equipment price from this OGS Award:

1. Overhead Hand Rails will be required to applicable vehicle classifications, as stipulated under Part 38 of the Americans with Disabilities Act (ADA), specifically Section 38.29, as the contract requires all vehicles to conform to the requirements of the ADA (see OGS IFB 21513, page 24, GENERAL)
2. "Vertically" Adjustable Driver's Seats will be required on all vehicle classifications (see OGS IFB 21513, page 25, BODY Driver's Seat)
3. Tail Pipe must exhaust on the opposite side of vehicle from the wheelchair lift on all vehicle classifications –some vehicles were observed exhausting under the emergency exit door –at a minimum, this must be the opposite rear corner of the bus body from the wheelchair lift (see OGS IFB 21513, page 26, BODY Exhaust Pipe)

(continued)

4. Wheelchair Service Door sensor switch must be on the door latch in order to be in compliance with the “securely closed” portion of the regulation for the special service doors on all vehicle classifications – Chapter VI, Article III, Part 720.8 (a)(1)(v), NYCRR (see OGS IFB 21513, page 31, OPTIONAL EQUIPMENT Wheelchair Lifts)

All other terms and conditions remain the same.

Please attach this memo to your copy of the contract award document.

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21513](#)

DATE: November 17, 2009

GROUP: 40523 – BUSES (TRANSIT), ADULT
PASSENGER (2009 & Newer)
(DOT-FTA and Others)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Sandra Nolan
Purchasing Officer
(518) 474-5040
sandra.nolan@ogs.state.ny.us

CONTRACT PERIOD:
December 15, 2008 - December 14, 2010

CONTRACTORS/CONTRACT NOS.:
WNY Bus Parts, Inc. dba Gorman Enterprises/PC64222

OTHER AUTHORIZED USERS

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

SUBJECT: Chassis Substitution and Government Mandated Program Price Adjustment for Type VI Buses

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

Effective immediately, a substitution of the original Chevy C4500 chassis offered on the Type VI bus has been approved, with the Chevy C4500 chassis being replaced by the Ford F-550 chassis. Due to a recent GM plant shutdown, the Office of General Services, Procurement Services Group has reviewed the above contractor's proposed chassis substitution request and has determined that the Ford F-550 meets specification and is a comparable chassis to the Chevy C4500 originally awarded (but no longer available).

In conjunction with this replacement, the Federal Government mandated EPA emission standards, enacted under the Clean Air Act, require all manufacturers to comply with the more stringent emission standards for diesel engines beginning with the 2010 model year.

These new emission standards will result in a cost adjustment increase as permitted under the "Government Mandated Program Price Adjustment" clause of the contract award as indicated below:

Item 6: The Type VI Bus, FC/FE; 28 Adult Passenger; Vehicle (Body): Glaval Titan; Vehicle (chassis): 2011 Ford F-550 (diesel) will have a \$4,351.00 price increase, representing a new unit price of **\$74,797.19**.

All other terms and conditions remain the same.

Please attach this memo to your copy of the contract award document.

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21513](#)

DATE: September 25, 2009

GROUP: 40523 – BUSES (TRANSIT), ADULT
PASSENGER (2009 & Newer)
(DOT-FTA and Others)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Sandra Nolan
Purchasing Officer
(518) 474-5040
sandra.nolan@ogs.state.ny.us

CONTRACT PERIOD:
April 6, 2009 - December 14, 2010

OTHER AUTHORIZED USERS

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

CONTRACTORS/CONTRACT NOS.:
Arcola Sales & Service Corp. / PC64220
Don Brown Bus Sales, Inc. / PC64221
Matthew's Buses, Inc. / PC64223
Nesco Bus & Truck Sales, Inc. / PC64224
Quality Bus Sales & Service, Inc. / PC64225
Gorman Enterprises / PC64222

SUBJECT: PPI Adjustment for Period starting September 15, 2009

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

The Office of General Services, Procurement Services Group has reviewed the above contractors' contract pricing and determined that the Unit Prices provided, effective September 15, 2009, will be adjusted and are correct as follows (as permitted by the PPI Price Adjustment clauses of this contract Award). These prices shall be effective for orders placed on or after 9/15/09. See price increases on the following pages:

Item 1 – Type I – New Base Vehicle Price = \$35, 081.88

<u>Options</u>	<u>New Pricing</u>
#1- Wheelchair Lift	\$2394.24
#2 – Restraint System	\$(262.11)
#3 – Flip Seat	\$539.33
#4 – Air conditioning	\$1950.67
#4A – Air conditioning	\$2152.29
#5 – Diesel Engine	\$6351.03

Item 2 – Type II – New Base Vehicle Price = \$32, 959.83

<u>Options</u>	<u>New Pricing</u>
#1- Wheelchair Lift_	\$4792.51
#2 – Restraint System	\$(50.41)
#3 – Flip Seat	\$504.05
#4 – Air conditioning	\$5373.17
#4A – Air conditioning	\$6068.76
#6 – Diesel Engine	\$6955.89
#7 – Floor (Raised), Flat	\$352.84

Item 3 – Type III – New Base Vehicle Price = \$33, 875.18

<u>Options</u>	<u>New Pricing</u>
#1- Wheelchair Lift_	\$5094.94
#2 – Restraint System	\$(50.41)
#3 – Flip Seat	\$504.05
#4 – Air conditioning	\$6648.42
#4A – Air conditioning	\$7278.48
#6 – Diesel Engine	\$6955.89
#7 – Floor (Raised), Flat	\$352.84
#8 – Supplemental ADA Transit Package Upgrade	\$2318.63

Item 5 – Type V – New Base Vehicle Price = \$146,541.44

<u>Options</u>	<u>New Pricing</u>
#1- Wheelchair Lift	\$7554.70
#2 – Restraint System	\$369.97
#3 – Flip Seat	\$616.96
#4 – Air conditioning	\$9476.14
#4A – Air conditioning	\$9980.19
#8 – Supplemental ADA Transit Package Upgrade	\$3336.81
#11 – Manual Pull-Out Step	\$302.43
#12 - Fiberglass Transit-Style Seating	\$6048.60
#13 – Exhaust System, Vertical	\$6048.60
#14 – Kneeling Step Option	\$2117.01
#15 – Air Operated Driver’s Seat	\$181.46
#16 – Transit Style Mirrors	\$756.08

Item 6 – Type VI (Supplemental Award) – New Base Vehicle Price = \$70,446.19

<u>Options</u>	<u>New Pricing</u>
#1- Wheelchair Lift	\$2942.85
#2 – Restraint System	\$(297.39)
#3 – Flip Seat	\$647.60
#4 – Air conditioning	\$5017.31
#4A – Air conditioning	\$250.01
#8 – Supplemental ADA Transit Package Upgrade	\$2917.44

All other terms and conditions remain the same.

Please attach this memo to your copy of the contract award document.

* * * * *

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [21513](#) (Supplemental Award)

DATE: June 5, 2009

GROUP: 40523 – BUSES (TRANSIT), ADULT
PASSENGER (2009 & Newer)
(DOT-FTA and Others)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Sandra Nolan
Purchasing Officer
(518) 474-5040
sandra.nolan@ogs.state.ny.us

CONTRACT PERIOD:
December 15, 2004 to December 14, 2008

CONTRACTORS/CONTRACT NOS.:
W.N.Y. Bus Parts, Inc. D/B/A Gorman Enterprises/
PC64222

OTHER AUTHORIZED USERS

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

SUBJECT: Substitution & Correction to Item VI of Award# 21513

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

The following substitution has been made regarding the Air Suspension System of Item VI:

Air-Ride Suspension, originally manufactured by **Glaval/Link Mfg. PN8M000070**, will now be substituted by the **Glaval/Kelderman Mfg. Rear Air Suspension System**.

Pricing and warranty remain the same on the above substitution.

The following correction is being made regarding Option 2 of Item VI:

Option (2) - Restraint System, Wheelchair and Occupant is a **credit of \$295.00** (not an additional price) and should read **<\$295.00>**.

All other terms and conditions remain the same.

Please attach this memo to your copy of the contract award document.

* * * * *

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

CONTRACT AWARD NOTIFICATION

Title	:	Group 40523 - BUSES (TRANSIT), ADULT PASSENGER (2009 & Newer) (DOT-FTA & Others) Classification Code: 25
Award Number	:	<u>21513</u> (Replaces Award 19278)
Contract Period	:	December 15, 2008 to December 14, 2010
Bid Opening Date	:	August 5, 2008
Date of Issue	:	April 6, 2009
Specification Reference	:	As Incorporated In The Invitation for Bids and Purchasing Memoranda dated 6/26/08, 7/10/08 and 7/24/08
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Sandra Nolan Title : Purchasing Officer I Phone : 518-474-5040 Fax : 518-474-8676 E-mail : sandra.nolan@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

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

Description

This contract award is for various types of new FTA Adult Passenger Transit Buses (and their related options) for purchase by State agencies and other eligible non-state agencies (e.g., school districts, cities, counties, villages, cemeteries, and other political subdivisions) and may be extended to additional States or governmental jurisdictions.

This contract award covers the purchase of new, current production buses. All buses delivered under contract must be in compliance with the vendor's agreement and as set forth in the Invitation for Bids.

PR #21513

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC64220	ARCOLA SALES AND SERVICE CORP. dba ARCOLA BUS SALES 51 Kero Road Carlstadt, NJ 07072	201/507-8500 800/272-6521 Mr. Andrew Rolfe Fax No.: 201/507-5372 E-mail: andy@arcolasales.com Website: www.arcolasales.com	222842957
PC64221 SB	DON BROWN BUS SALES, INC. 703 County Highway 107 Johnstown, NY 12095	518/762-7380 800/272-0842 Mr. Mark Sebast Fax No.: 518/762-9740 E-mail: mark@buscrazy net Website: www.buscrazy net	141679304
PC64223	MATTHEWS BUSES, INC. 2900 Route 9 Malta Ballston Spa, NY 12020	518/584-2400, ext. 202 800/288-6287, ext. 202 Mr. Edward Sawicki Fax No.: 518/434-8495 E-mail: esawicki@matthewsbuses.com Website: www.matthewsbuses.com	160979756
PC64224 SB	NESCO BUS & TRUCK SALES, INC. dba THOMAS BUS SALES OF NEW YORK 202 South Fehr Way Bay Shore, NY 11706	631/243-4500 Mr. Paul Daniels Fax No. 631/243-0921 E-mail: paul@nescobus.com Website www.nescobus.com	113083441
PC64225	QUALITY BUS SALES & SERVICE, INC. d/b/a QUALITY BUS AND TRUCK CENTER 201 Charles Street Maybrook, NY 12543	845/427-9091 877/782-5725 Mr. George Eckes Fax No. 845/427-9034 E-mail: geckes@qualitybussales.com	132892631

Item 1 - Type I	Arcola Bus Sales/Matthews Buses, Inc.
Item 2 - Type II	Don Brown Bus Sales
Item 3 - Type III	Don Brown Bus Sales
Item 4 - Type IV	No Award
Item 5 - Type V	Matthews Buses, Inc./Nesco Bus & Truck Sales/Quality Bus Sales
Item 6 - Type VI	Award Pending

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.

(continued)

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).

PROCUREMENT LOBBYING TERMINATION:

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Offer/bidder in accordance with the written notification terms of this contract.

SPECIAL ORDERING INSTRUCTIONS:

The following contractor(s) offer Electronic Access Ordering (EDI):

At this time there are no contractors.

(continued)

PRICE:

General - All prices shall be net, FOB points of destination designated by ordering agencies and shall include:

- All customs, duties and taxes and any charges imposed by a governmental entity;
- All vehicle preparation and clean-up charges;
- New York State motor vehicle inspection fees and all other incidentals normally included with delivery of a vehicle including the manufacturer's fees such as destination charges, etc.;
- All price discounts being firm for the entire contract period (NOTE: Price reductions and/or discount increases are permitted);
- All transportation costs for vehicles delivered in New York State;
- **NO** separate, additional delivery charge for deliveries in New York State.

Firm Pricing - Prices or discounts are firm for the entire contract period and the extension periods, if any, except for the price changes as allowed below in "Lower Pricing," "Government Mandated Program Price Adjustment", and "Price Changes".

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.

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 nationally published price sheet or the PPI.

Price Changes - Contract prices shall be subject to increase or decrease during the contract period in accordance with changes which occur in the Producer Price Index. Procurement Services Group will adjust pricing once per year as defined in the schedule below:

- September 15, 2009
- September 15, 2010
- September 15, 2011
- September 15, 2012

Request for price changes at any other time will not be granted.

Price changes will be implemented based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Producer Price Index (PPI) for:

Series ID: WPU141302
Not Seasonally Adjusted
Group: Transportation Equipment
Item: Completed Vehicles on Purchased Chassis

Price changes would be based on dividing the PPI value for month of bid opening/year involved, by the PPI value for month/year of bid opening. The percent adjustment will be applied to base vehicle price and all contract options (including deducts). Below is an example of how this would be implemented. All the values in this example are hypothetical.

(continued)

PRICE: (Cont'd)

Price Changes: (Cont'd)

Original Contract Price: \$50,000
June 2008 PPI: 169.5

<u>Date For PPI</u>	<u>PPI Value</u>	<u>Calculation</u>	<u>Adjustment Factor</u>	<u>New Price</u>	<u>Effective Date</u>
June 2008	169.5	169.5/169.5	1.0000*	\$50,000.00*	Sept. 15, 2008*
June 2009	172.6	172.6/169.5	1.0183	\$50,915.00	Sept. 15, 2009
June 2010	175.7	175.7/169.5	1.0366	\$51,830.00	Sept. 15, 2010
June 2011	178.8	178.8/169.5	1.0549	\$52,745.00	Sept. 15, 2011
June 2012	181.9	181.9/169.5	1.0732	\$53,660.00	Sept. 15, 2012

* = No adjustment for this year; original contract price is \$50,000 for this example.

The State reserves the right to determine if price adjustments are reasonable based upon various sources, such as manufacturer's published price lists, PPI, industry data, etc.

Limitation - Price adjustments are limited to changes as allowed for in this "Price" clause. Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs to the Contractor, will not be allowed during the contract period. No additional, separate adjustment in price for fuel, labor, etc., shall be permitted.

Price Includes All Equipment - The State interprets that contract prices listed include all standard equipment and estimated additional options.

No Charge Equipment - In the event optional equipment is promoted as "no charge," then that equipment shall be provided at no charge on all deliveries made on the effective dates of the promotion or thereafter or a credit shall be issued if not provided.

Extension of Prices Commitment - The contractor agrees to honor all orders from state agencies, political subdivisions and others authorized by law (including but not limited to "Non-State Agencies Participation in Centralized Contracts", "Extension of Use", and "Purchases by Consortium and Other Authorized Organizations", etc. clauses incorporated herein) that 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 cancellation of the contract. If a contract, or any portion thereof, is cancelled for this reason, any additional costs incurred by the eligible purchaser will be borne by the contractor.

(continued)

<u>Item No.</u>	<u>Item/Option Description</u>	<u>Unit Price</u>
1.	Type I Bus, FC/FE; 12 Adult Passenger, 0 Wheelchair, 11,500 lb. GVWR, complete as per Specifications.	\$34,800.00

Vehicle (Chassis), Base Item [Make & Model]: Ford E-350
 Vehicle (Body), Base Item [Make & Model]: Star Trans Candidate
 Bus Conversion Work By: Supreme Corp.
 Upholstered Seating (Stationary), Base Item [Make & Model]: Freedman - Mid-Back Featherweight

OPTIONAL EQUIPMENT

(1)	Wheelchair Lift as described in Option (1) of Specification.	\$ 2,375.00
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Lift (Wheelchair), Electric/Hydraulic, Lift's Capacity: 800 lbs.
 Option (1), Wheelchair Lift [Make & Model]: Ricon S5505

(2)	Restraint System, Wheelchair and Occupant, as described in Option (2) of Specification.	\$ (260.00)
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Occupant Restraint/s, Option (2) [Make & Model/s]: Sure-Lok FF-612S
 Wheelchair Restraint/s, Option (2) [Make & Model/s]: Sure-Lok FF-612S

(3)	Flip Seat (forward facing), as described in Option (3) of Specification.	\$ 535.00
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Seat/s (Forward Facing Fold Away), Opt (3) [Make & Model]: Freedman AM Fold Away

(4)	Air Conditioning as described in Option (4) of Specification.	\$ 1,935.00
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A/C (Air Conditioner) [Make & Model]: Trans Air TA700
 A/C Capacity [body OEM's]: 30,000 BTUH + [15,000-BTUH, OEM Chassis Ford]
 A/C Air flow [body OEM's]: 800 CFM + [250-CFM, OEM Chassis Ford]

(4A)	Air Conditioning as described in Option (4A) of Specification.	\$ 2,135.00
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A/C (Air Conditioner) [Make & Model]: Trans Air TA700
 A/C Capacity [body OEM's]: 30,000 BTUH + [15,000-BTUH, OEM Chassis Ford]
 A/C Air flow [body OEM's]: 800 CFM + [250-CFM, OEM Chassis Ford]

(5)	Diesel Engine, minimum 230 HP 6.0 liter as described in Option (5) of Specification.	\$ 6,300.00
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(continued)

ITEM NO. 1 - Type I Bus, FC/FE, 12 Adult Passenger, 0 Wheelchair: (Cont'd)

Base Item Vehicle

Vehicle Details for Base Item & Options:

Wheelbase:	138 Inches
Turning Diameter [@ End of Front Bumper]:	605 Inches
Length [Overall, Bumper to Bumper]:	256 Inches
Length [Inside Body, Dash to Rear]:	196 Inches
Width [Inside Body @ Seat Height]:	80 Inches
Headroom:	76 Inches
Low Height Front Entrance Step [Top of 1 st Step above Ground]:	10-1/2 Inches
GVWR – Gross Vehicle Weight Rating:	11,500 lbs.
FGAWR – Gross Axle Weight Rating:	4,050 lbs.
RGAWR – Gross Axle Weight Rating:	7,800 lbs.
Axle Capacities: Front:	5,000 lbs.
Rear:	8,500 lbs.
Spring Capacities [Total at Ground]: Front:	3,100 lbs.
Rear:	8,600 lbs.
Service Brakes [total lining or sweep area, both front & rear]:	569 Sq. In.
Booster Diameter, or chamber size:	1.375 Inches
Radial Tires [Size & Load-Range; Manufacturer]:	6 each; LT225/75R 16(E) OEM
[Front Tread Design; capacity/tire]:	All Season; 2,680 lbs. each
[Rear Tread Design; capacity/tire]:	All Season; 2,680 lbs. each
Heavy Duty Shock Absorber [Make & Model]:	Ford Gas-Type 35mm
Automatic Transmission [Make & Model]:	Gas - Ford 4SP Gas 35mm 4R75E
Engine [Base Item - Gasoline; Make & Model]:	Ford Triton 5.42
[Number of Cylinders, Displacement]:	8 Cylinder, 5.4 Liters
Horsepower & Torque; (Gross Peak):	350 HP @ 2500 rpm, 350#' @ 2500 rpm
Engine [Option (5) - Diesel; Make & Model]:	Ford 6.0L Power Stroke
[Number of Cylinders, Displacement]:	8 Cylinder, 6.0 Liters
Horsepower & Torque; (Gross Peak):	235 HP @ 3300 rpm, 440#' @ 1600 rpm
<u>Permanent Antifreeze:</u> [Make & Model]:	Ford Motorcraft
Degree of Protection:	Minus, 30 Degrees Fahrenheit

(continued)

ITEM NO. 1 - Type I Bus, FC/FE, 12 Adult Passenger, 0 Wheelchair: (Cont'd)

Vehicle Details for Base Item & Options: (Cont'd)

	<u>Base Item Vehicle & Optional Upgrades</u>	
Capacity of Alternator [Base Item and Option (5)]:	(B) 155 Amps	(5) 120+140 Amps
Capacity of Alternator [Options (1) and (4/4A)]:	(1) 155 Amps	(4/4A) 155 Amps
Batteries (Item 1); [(Number of), Rating @ 0°F, <u>Reserve Capacity</u>]:	(2), 650+750 CCA each,	72/78 minutes RC
Batteries; [With Options (1) and (4/4A)]:	(2), 650+750 CCA each,	72/78 minutes RC
Batteries; [With Option (5)]:	(2), 750 CCA each,	78 minutes RC
Seat Belts [Make & Model]:	Am-Safe 5209-m-02	
Reflector Kit [Make & Model]:	KD 616-4646	
<u>Rustproofing Material</u> [Manufacturer]:	Monsey Baker	
Trade Designation:	#1400	
Rustproofing Material is listed on the Federal Qualified Products List.		
Delivery [days after receipt of order]:	210 Days	

CONTRACTOR, ITEM 1: ARCOLA SALES & SERVICE CORP. / MATTHEWS BUSES, INC.

Authorized Users shall place bus orders with the contractor who services their region as listed below:

Arcola Sales & Service - NYC (all 5 boroughs):

Long Island (Nassau & Suffolk), Sullivan, Ulster, Dutchess, Putnam, Orange, Rockland & Westchester counties.
Also, all states excluding those listed below.

Matthews Buses, Inc. - All counties not listed above for NYS. Also, CT, RI, MA, NH, VT and ME.

(continued)

<u>Item No.</u>	<u>Item/Option Description</u>	<u>Unit Price</u>
2.	Type II Bus, FC-CON/FE; 20 Adult Passenger, 0 Wheelchair, 14,500 lb. GVWR, complete as per Specifications.	\$32,695.00
Vehicle (Chassis), Base Item [Make & Model]: Ford E-450 DRW Vehicle (Body), Base Item [Make & Model]: Starcraft Allstar Bus Conversion Work By: Starcraft Bus Upholstered Seating (Stationary), Base Item [Make & Model]: Freedman Featherweight Mid-High		
<u>OPTIONAL EQUIPMENT</u>		
(1)	Wheelchair Lift as described in Option (1) of Specification.	\$ 4,754.00
Lift (Wheelchair), Electric/Hydraulic, Lift's Capacity: 800 lbs. Option (1), Wheelchair Lift [Make & Model]: Braun NCL917-2		
(2)	Restraint System, Wheelchair and Occupant, as described in Option (2) of Specification.	\$ (50.00)
Occupant Restraint/s, Option (2) [Make & Model/s]: Q'Straint Q-8206L Wheelchair Restraint/s, Option (2) [Make & Model/s]: Q'Straint Q-8206L		
(3)	Flip Seat (forward facing), as described in Option (3) of Specification.	\$ 500.00
Seat/s (Forward Facing Fold Away), Opt (3) [Make & Model]: Freedman FW AM Mid-High Foldaway		
(4)	Air Conditioning as described in Option (4) of Specification.	\$ 5,330.00
A/C (Air Conditioner) [Make & Model]: Carrier AC6W23T A/C Capacity [body OEM's]: 40,000 BTUH + [15,000-BTUH, OEM Chassis Ford] A/C Air flow [body OEM's]: 1500 CFM + [300-CFM, OEM Chassis Ford]		
(4A)	Air Conditioning as described in Option (4A) of Specification.	\$ 6,020.00
A/C (Air Conditioner) [Make & Model]: Carrier AC7W2K3T A/C Capacity [body OEM's]: 50,000 BTUH + [15,000 BTUH, OEM Chassis Ford] A/C Air flow [body OEM's]: 1500 CFM + [300-CFM, OEM Chassis Ford]		
(6)	Diesel Engine, minimum 230 HP 6.0 liter, as described in Option (6) of Specification.	\$ 6,900.00
(7)	Floor (Raised), Flat, as described in Opt. (7) of Specification.	\$ 350.00

(continued)

ITEM NO. 2 - Type II Bus, FC-CON/FE, 20 Adult Passenger, 0 Wheelchair: (Cont'd)

Base Item Vehicle

Vehicle Details for Base Item & Options:

Wheelbase:	158 Inches
Turning Diameter [@ End of Front Bumper]:	672 Inches
Length [Overall, Bumper to Bumper]:	274 Inches
Length [Inside Body, Dash to Rear]:	209 Inches
Width [Inside Body @ Seat Height]:	93 Inches
Headroom:	81 Inches
Low Height Front Entrance Step [Top of 1 st Step above Ground]:	12 Inches
GVWR – Gross Vehicle Weight Rating:	14,500 lbs.
FGAWR – Gross Axle Weight Rating:	5,000 lbs.
RGAWR – Gross Axle Weight Rating:	9,500 lbs.
Axle Capacities: Front:	5,000 lbs.
Rear:	9,500 lbs.
Spring Capacities [Total at Ground]: Front:	5,000 lbs.
Rear:	9,500 lbs.
Service Brakes [total lining or sweep area, both front & rear]:	569.4 Swept Sq. In.
Booster Diameter, or chamber size:	Hydro Boost
Radial Tires [Size & Load-Range; Manufacturer]:	6 each LT225/75R 16(E)
[Front Tread Design; capacity/tire]:	All Season 2680 lbs. each
[Rear Tread Design; capacity/tire]:	All Season 2680 lbs. each
Heavy Duty Shock Absorber [Make & Model]:	Ford Gas-Type OEM
Automatic Transmission [Make & Model]:	Gas - Ford Diesel - Ford 5-Sp. Torqueshift
Engine [Base Item - Gasoline; Make & Model]:	Ford Triton
[Number of Cylinders, Displacement]:	10 Cylinder, 6.8 Liters
Horsepower & Torque; (Gross Peak):	305 HP @ 4250 rpm, 420#' @ 3250 rpm
Engine [Option (6) - Diesel; Make & Model]:	Ford Powerstroke
[Number of Cylinders, Displacement]:	8 Cylinder, 6.0 Liters
Horsepower & Torque; (Gross Peak):	235 HP @ 3300 rpm, 440#' @ 2000 rpm
<u>Permanent Antifreeze:</u> [Make & Model]:	Motorcraft Permanent
Degree of Protection:	Minus, 30 Degrees Fahrenheit

(continued)

ITEM NO. 2 - Type II Bus, FC-CON/FE, 20 Adult Passenger, 0 Wheelchair: (Cont'd)
Vehicle Details for Base Item & Options: (Cont'd)

	<u>Base Item Vehicle & Optional Upgrades</u>	
Capacity of Alternator [Base Item and Option (6)]:	(B) 155 Amps	(6) 260 Amps
Capacity of Alternator [Options (1) and/or (4/4A)]:	(1) 155 Amps	(4/4A) 155 Amps
Batteries (Item 2); [(Number of), Rating @ 0°F, Reserve Capacity]:	(2), 650 CCA each,	72 minutes RC
Batteries; [With Options (1) and (4)]:	(2), 650 CCA each,	72 minutes RC
Batteries; [With Option (6)]:	(2), 750 CCA each,	78 minutes RC
Seat Belts [Make & Model]:	Beams Retractor	
Reflector Kit [Make & Model]:	James King & Co. 1005	
<u>Rustproofing Material</u> [Manufacturer]:	Ziebart	
Trade Designation:	Ziebart	
Rustproofing Material is listed on the Federal Qualified Products List.		
Delivery [days after receipt of order]:	150 Days	

CONTRACTOR, ITEM 2: DON BROWN BUS SALES, INC.

(continued)

<u>Item No.</u>	<u>Item/Option Description</u>	<u>Unit Price</u>
3.	Type III Bus, FC-CON/FE; 24 Adult Passenger, 0 Wheelchair, 14,500 lb. GVWR, complete as per Specifications.	\$33,603.00

Vehicle (Chassis), Base Item [Make & Model]: Ford E-450 DRW
 Vehicle (Body), Base Item [Make & Model]: Starcraft Allstar
 Bus Conversion Work By: Starcraft
 Upholstered Seating (Stationary), Base Item [Make & Model]: Freedman Featherweight Mid-High

OPTIONAL EQUIPMENT

(1)	Wheelchair Lift as described in Option (1) of Specification.	\$ 5,054.00
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Lift (Wheelchair), Electric/Hydraulic, Lift's Capacity: 800 lbs.
 Option (1), Wheelchair Lift [Make & Model]: Braun NCL 917-2

(2)	Restraint System, Wheelchair and Occupant, as described in Option (2) of Specification.	\$ (50.00)
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Occupant Restraint/s, Option (2) [Make & Model/s]: Q'Straint Q-8206L
 Wheelchair Restraint/s, Option (2) [Make & Model/s]: Q'Straint Q-8206L

(3)	Flip Seat (forward facing), as described in Option (3) of Specification.	\$ 500.00
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Seat/s (Forward Facing Fold Away), Opt (3) [Make & Model]: Freedman AM Fold Away

(4)	Air Conditioning as described in Option (4) of Specification.	\$ 6,595.00
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A/C (Air Conditioner) [Make & Model]: Carrier AC 8W13 MAX
 A/C Capacity [body OEM's]: 65,000 BTUH + [15,000-BTUH, OEM Chassis Ford]
 A/C Air flow [body OEM's]: 1400 CFM + [300-CFM, OEM Chassis Ford]

(4A)	Air Conditioning as described in Option (4A) of Specification.	\$ 7,220.00
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A/C (Air Conditioner) [Make & Model]: Carrier AC 8W1K3 MAX
 A/C Capacity [body OEM's]: 65,000 BTUH + [15,000 BTUH, OEM Chassis Ford]
 A/C Air flow [body OEM's]: 1400 CFM + [300-CFM, OEM Chassis Ford]

(6)	Diesel Engine, minimum 230 HP, 6.0L as described in Option (6) of Specification.	\$ 6,900.00
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(7)	Floor (Raised), Flat, as described in Opt. (7) of Specification.	\$ 350.00
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(8)	Supplemental ADA Transit Package Upgrade as described in Opt. (8) of Spec.	\$ 2,300.00
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(continued)

ITEM NO. 3 - Type III Bus, FC-CON/FE, 24 Adult Passenger, 0 Wheelchair: (Cont'd)

Vehicle Details for Base Item & Options: (Cont'd)

	<u>Base Item Vehicle</u>
Wheelbase:	176 Inches
Turning Diameter [@ End of Front Bumper]:	740 Inches
Length [Overall, Bumper to Bumper]:	301 Inches
Length [Inside Body, Dash to Rear]:	236 Inches
Width [Inside Body @ Seat Height]:	93 Inches
Headroom:	81 Inches
Low Height Front Entrance Step [Top of 1 st Step above Ground]:	12 Inches
GVWR – Gross Vehicle Weight Rating:	14,500 lbs.
FGAWR – Gross Axle Weight Rating:	5,000 lbs.
RGAWR – Gross Axle Weight Rating:	9,500 lbs.
Axle Capacities: Front:	5,000 lbs.
Rear:	9,500 lbs.
Spring Capacities [Total at Ground]: Front:	5,000 lbs.
Rear:	9,500 lbs.
Service Brakes [total lining or sweep area, both front & rear]:	569.4 Swept Sq. In.
Booster Diameter, or chamber size:	Hydro-Boost
Radial Tires [Size & Load-Range; Manufacturer]:	6 each LT225/75R 16 (E)
[Front Tread Design; capacity/tire]:	All Season; 2680 lbs. each
[Rear Tread Design; capacity/tire]:	All Season; 2680 lbs. each
Heavy Duty Shock Absorber [Make & Model]:	Ford Gas-Type OEM
Automatic Transmission [Make & Model]:	Diesel 5-Sp. Torqueshift

(continued)

ITEM NO. 3 - Type III Bus, FC-CON/FE, 24 Adult Passenger, 0 Wheelchair: (Cont'd)

Vehicle Details for Base Item & Options: (Cont'd)

	<u>Base Item Vehicle</u>
Engine [Base Item - Gasoline; Make & Model]:	Ford Triton
[Number of Cylinders, Displacement]:	10 Cylinder, 6.8 Liters
Horsepower & Torque; (Gross Peak):	305 HP @ 4250 rpm, 420#' @ 3250 rpm
Engine [Option (6) - Diesel; Make & Model]:	Ford 6.0L Direct Injection Turbo Diesel
[Number of Cylinders, Displacement]:	8 Cylinder, 6.0 Liters
Horsepower & Torque; (Gross Peak):	235 HP @ 3300 rpm, 440#' @ 2000 rpm
<u>Permanent Antifreeze</u> : [Make & Model]:	Motorcraft Permanent
Degree of Protection:	Minus, 30 Degrees Fahrenheit

	<u>Base Item Vehicle & Optional Upgrades</u>	
Capacity of Alternator [Base Item and Option (6)]:	(B) 195 Amps	(6) 260 Amps
Capacity of Alternator [Options (1) and (4/4A)]:	(1) 195 Amps	(4/4A) 195 Amps
Batteries (Item 3); [(Number of), Rating @ 0°F, <u>R</u> eserve <u>C</u> apacity]:	(2), 650 CCA each,	72 minutes RC
Batteries; [With Options (1) and (4/4A)]:	(2), 650 CCA each,	72 minutes RC
Batteries; [With Option (6)]:	(2), 750 CCA each,	78 minutes RC

Seat Belts [Make & Model]:	Beams Retractor
Reflector Kit [Make & Model]:	James King & Co. 1105

<u>Rustproofing Material</u> [Manufacturer]:	Ziebart
Trade Designation:	Ziebart

Rustproofing Material is listed on the Federal Qualified Products List.

Delivery [days after receipt of order]: 150 Days

CONTRACTOR, ITEM 3: DON BROWN BUS SALES, INC.

<u>Item No.</u>	<u>Item/Option Description</u>	
4.	Type IV Bus, FC-CON/FE; 40 Adult Passenger, 0 Wheelchair, 29,000 lb. GVWR, complete as per Specifications.	NO AWARD

<u>Item No.</u>	<u>Item/Option Description</u>	<u>Unit Price</u>
5.	Type V Bus, FC/RE; 40 Adult Passenger, 0 Wheelchair, 36,200 lb. GVWR, complete as per Specifications.	\$145,364.00

Air-Ride Suspension [Make & Model]: Neway FT & RR

Vehicle (Body and Chassis), Base Item [Make & Model]: HDX 120YN

Bus Conversion Work By: Thomas Built Buses

Upholstered Seating (Stationary), Base Item [Make & Model]: Freedman Mid-High Feather Weight

OPTIONAL EQUIPMENT

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|-----|--|-------------|
| (1) | Wheelchair Lift as described in Option (1) of Specification. | \$ 7,494.00 |
|-----|--|-------------|

Lift (Wheelchair), Electric/Hydraulic, Lift's Capacity: 750 lbs.

Option (1), Wheelchair Lift [Make & Model]: Braun NCL 917

Air-Ride Suspension [Make & Model]: Neway FT & RR

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|-----|---|-----------|
| (2) | Restraint System, Wheelchair and Occupant, as described in Option (2) of Specification. | \$ 367.00 |
|-----|---|-----------|

Occupant Restraint/s, Option (2) [Make & Model/s]: Sure-Lok FF-612

Wheelchair Restraint/s, Option (2) [Make & Model/s]: Sure-Lok FF-612

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|-----|--|-----------|
| (3) | Flip Seat (forward facing), as described in Option (3) of Specification. | \$ 612.00 |
|-----|--|-----------|

Seat/s (Forward Facing Fold Away), Opt (3) [Make & Model]: Freedman AM Foldaway

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|-----|---|-------------|
| (4) | Air Conditioning as described in Option (4) of Specification. | \$ 9,400.00 |
|-----|---|-------------|

A/C (Air Conditioner) [Make & Model]: RAC 2222

A/C Capacity [body OEM's]: 52,000 BTUH + [36,000-BTUH, OEM Chassis Ford]

A/C Air flow [body OEM's]: 1400 CFM + [1400-CFM, OEM Chassis Ford]

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|------|--|-------------|
| (4A) | Air Conditioning as described in Option (4A) of Specification. | \$ 9,900.00 |
|------|--|-------------|

A/C (Air Conditioner) [Make & Model]: RAC 1223

A/C Capacity [body OEM's]: 52,000 BTUH + [36,000 BTUH, OEM Chassis Ford]

A/C Air flow [body OEM's]: 1400 CFM + [1400-CFM, OEM Chassis Ford]

(continued)

<u>Item No.</u>	<u>Item/Option Description</u>	<u>Unit Price</u>
<u>ITEM NO. 5 - Type V Bus, FC/RE, 40 Adult Passenger:</u> (Cont'd)		
<u>OPTIONAL EQUIPMENT (Cont'd)</u>		
(8)	Supplemental ADA Transit Package Upgrade, as described in Opt. (8) of Spec.	\$3,310.00
(11)	Manual Pull-Out Step, as described in Option (11) of Specification.	\$ 300.00
(12)	Fiberglass Transit-Style Seating ,as described in Option (12) of Spec.	\$6,000.00
(13)	Exhaust System, Vertical, as described in Option (13) of Specification.	\$6,000.00
(14)	Kneeling Step Option, as described in Opt. (14) of Spec.	\$2,100.00
(15)	Air Operated Driver's Seat, as described in Opt. (15) of Spec.	\$ 180.00
(16)	Transit Style Mirrors, as described in Opt. (16) of Spec.	\$ 750.00

(continued)

ITEM NO. 5 - Type V Bus, FC/RE, 40 Adult Passenger: (Cont'd)

Base Item Vehicle

Vehicle Details for Base Item & Options:

Wheelbase:	209 Inches
Turning Diameter [@ End of Front Bumper]:	750 Inches
Length [Overall, Bumper to Bumper]:	411 Inches
Length [Inside Body, Dash to Rear]:	395 Inches
Width [Inside Body @ Seat Height]:	90 Inches
Headroom:	78 Inches
Low Height Front Entrance Step [Top of 1 st Step above Ground]:	14 Inches
Kneeling Height Front Entrance Step [Top of 1 st Step above Ground]:	10 Inches
GVWR – Gross Vehicle Weight Rating:	36,200 lbs.
FGAWR – Gross Axle Weight Rating:	13,200 lbs.
RGAWR – Gross Axle Weight Rating:	23,000 lbs.
Axle Capacities: Front:	14,600 lbs.
Rear:	23,000 lbs.
2 Bag Air Suspension/Spring Capacities [Total at Ground]: Front:	13,200 lbs.
Rear:	23,000 lbs.
Service Brakes [total lining or sweep area, both front & rear]:	920 Sq. In.
Booster Diameter, or chamber size:	30 Inches
Radial Tires [Size & Load-Range; Manufacturer]:	11R22.5(16); Michelin
[Front Tread Design; capacity/tire]:	A/S; 6,610 lbs. each
[Rear Tread Design; capacity/tire]:	M/S; 5,800 lbs. each
Automatic Transmission [Make & Model]:	Allison B300R
Engine [Base Item - Diesel; Make & Model]:	Cummins
[Number of Cylinders, Displacement]:	6 Cylinder, 8.3 Liters (504 CID);
Horsepower & Torque; (Gross Peak):	260 HP @ 2000 rpm, 620#’ @ 1300 rpm
<u>Permanent Antifreeze:</u> [Make & Model]:	Fleet Charge TMCRP329
Rated Degree of Protection @ 50:50 ratio:	Minus, 34 Degrees Fahrenheit

(continued)

ITEM NO. 5 - Type V Bus, FC/RE, 40 Adult Passenger, 0 Wheelchair: (Cont'd)
Vehicle Details for Base Item & Options: (Cont'd)

	<u>Base Item Vehicle & Optional Upgrades</u>	
Capacity of Alternator [Base Item]:	(B) 200 Amps	
Capacity of Alternator [Options (4/4A) and (14)]:	(4/4A) 200 Amps	(14) 200 Amps
Base Batteries; [(Number of), Rating @ 0°F, Reserve Capacity]:	(3), 1,000 CCA each,	600 minutes RC
Batteries; [With Option (4/4A)]:	(3), 1,000 CCA each,	600 minutes RC
Batteries; [With Option (14)]:	(3), 1,000 CCA each,	600 minutes RC
Seat Belts [Make & Model]:	N/A	
Reflector Kit [Make & Model]:	Safe-Lite 73-0711-00	
<u>Rustproofing Material</u> [Manufacturer]:	Lion Oil Company	
Trade Designation:	Nokonode	
Rustproofing Material is listed on the Federal Qualified Products List.		
Delivery [days after receipt of order]:	270 Days	

**CONTRACTOR, ITEM 5: MATTHEWS BUSES, INC. / NESCO BUS & TRUCK SALES, INC. /
QUALITY BUS SALES & SERVICE, INC.**

Authorized Users shall place bus orders with the contractor who services their region as listed below:

Nesco Bus & Truck Sales - Nassau and Suffolk Counties as well as NYC (including all 5 boroughs).

Quality Bus Sales & Service - Sullivan, Dutchess, Orange, Putnam, Rockland, Ulster and Westchester Counties

Matthews Buses, Inc. - Counties not covered by Nesco or Quality.

(continued)

Item Item/Option
No. Description

6. Type VI Bus, FC/FE; 28 Adult Passenger
0 Wheelchair, 17,500 lb. GVWR,
complete as per Specifications.

AWARD PENDING

(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 or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

NOTE TO CONTRACTOR:

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

NOTE TO AGENCY:

Orders under this contract are to be submitted directly to the contractor.

NOTE TO AGENCY:

NYS agencies and/or political subdivisions whose receiving facilities cannot accommodate entrance of an over the road trailer with a height of 13'-6" must specify on their purchase order - "Maximum trailer height for delivery to this location is ."(insert height in this space).

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).

EXTENSION OF PRICES:

Any State Agency (NYS and all others), Political Subdivision or private non-profit organization, with the written approval of the **New York State Department of Transportation, Specialized Transportation Section**, may participate in contracts resulting from this award.

(continued)

EXTENSION OF USE:

Any contract within this award may be extended to all States or governmental jurisdictions upon mutual written agreement between New York State (Dept. of Transportation) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any 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.

In the past, the following states or jurisdictions from within the following states, have participated in purchasing from the Contract Award Notice: ALASKA, VERMONT, NEW JERSEY, MARYLAND, MICHIGAN and WISCONSIN. These states and all others, may participate in purchasing from the Contract Award Notification upon mutual written agreement between New York State (the lead contracting State) and the contractor.

DELIVERY:

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

Product is required as soon as possible.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

Pre-Delivery Inspection - At the discretion of the New York State Department of Transportation, the Contractor may be required to present vehicles for pre-delivery inspection at such location as may be designated. When so required, the contractor shall make no delivery of it, or similar contract units, without written approval of the vehicle from the Commissioner of the New York State Department of Transportation or authorized agent thereof.

Delivery Condition - Vehicle must be delivered strictly in accordance with specifications and shall be "Ready for Use", except as allowed in the "Terms and Conditions for Payment and/or Delivery" section herein and/or as requested by the purchaser. If vehicle is delivered with deviations or improper servicing, the contractor must arrange to have the necessary work done within five (5) days (exclusive of Saturdays, Sundays, and holidays) after receipt of written notification from the agency and/or the Office of General Services. Otherwise, the purchasing agency may have the corrections made at contractor's expense. No production changes shall be made without written approval of the New York State Department of Transportation.

Delivery Certification - Contractor shall secure a signed receipt from the agency certifying to delivery of vehicle. Special attention should be given to such items as:

- reflective kit
- bill of materials
- assignments of monies documents
- one set of manuals (as described under Equipment & Manuals), including those for accessory equipment.

In the event deficiencies are later noted and a properly signed receipt is not available, contractor will be responsible.

(continued)

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 stated 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.

CONTRACT PERIOD AND EXTENSIONS:

General - Model Years - This solicitation is for 2009 and NEWER model years. The initial term of contract to be from December 15, 2008 to December 14, 2010 **OR** to termination of production of "2010" model year and depletion of all stock for "2010" model year, whichever is last. Contract period may subsequently be extended with additional model years up to termination of production of "2013" models or depletion of all stocks for 2013 models, whichever is last. (Please see "Extension of Contract" below.)

"Build Out" - Notice of Final Date for Placing Orders - The Contractor and/or Manufacturer shall notify the Office of General Services, Procurement Services Group, in writing at least two (2) weeks in advance of the final date for placing orders. Contract for a given model year shall remain in effect until two (2) weeks after the "Notice of Final Date for Placing Orders" is received.

Purchase of Vehicles from Canceled Orders - Vehicles ordered during the contract period and subsequently cancelled by an agency may be purchased by other eligible agencies even though the contract ordering period may have lapsed, subject to the approval of the Office of General Services.

Termination By Issuance of New Award - Notwithstanding the foregoing, the contracts covered by the Contract Award Notification for this bid opening shall be terminated by the issuance of a new Contract Award Notification for the same or substitute commodity for the next applicable contract period.

Cancellation After Twelve Months - The State may unilaterally cancel the contract on a monthly basis any time after the initial twelve (12) months by providing written notification at least two months (60 days) prior to the effective date of cancellation. The minimum term of the contract shall be twelve (12) months. 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.

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

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)

PILOT MODEL INSPECTIONS:

For each classification of vehicle, with the first units being ordered by NYSDOT, the Contractor shall furnish a pilot model of the equipment offered for inspection at the Manufacturer's plant.

All units delivered under the purchase order(s) shall conform to the approved pilot model. Pilot model must be fully prepared for inspection in accordance with these specifications. Cost of subsequent inspections (including personnel-hours) required because pilot model has not been properly prepared for inspection may be charged to the Contractor.

It is anticipated that a minimum of one inspection of the product specified in this solicitation will be required, which will be performed by at least one employee, as determined by the ordering agency.

Refusal by the Contractor to provide payment for required travel expenses that are the consequence of subsequent inspections (including personnel-hours) required because pilot model(s) have not been prepared for inspection, may result in contract cancellation at the Contractor's expense.

PRE-PRODUCTION MEETING:

Subsequent to a contract award, a meeting may be held between the contractor (manufacturer's representatives) and appropriate State personnel for the purpose of reviewing the specifications to insure against any misunderstandings or improper interpretations.

The contractor shall advise the State of all design changes including component style or performance changes, which their offer has undergone since their last delivery, and/or offer on previous solicitations/contracts. The State reserves the right to a Pre-Production Meeting in each year of a multi-year contract.

GUARANTEE:

The vehicle shall be new and of current production. Any combination of options and colors, as ordered, must be available as a factory order. Delivery of dealer-stocked buses will not be accepted. The manufacturer's standard warranty for both the chassis and the body if more than one (1) year shall apply to the vehicle and warranty service shall be gratis at any dealer's shop anywhere within New York State. The contractor shall guarantee all equipment furnished for a period of one (1) year from in service date (with no mileage limitation) if such equipment is not included in the vehicle manufacturer's standard warranty. This guarantee shall include defective materials and workmanship. If, during this period, repairs and/or parts replacement become necessary due to defective materials and workmanship, *the contractor (at no cost) shall furnish all necessary labor and materials for remedy* to the State or recipient organization.

The contractor will be responsible for the cost of pick-up and return delivery to the contractor's shop of any vehicle with a warranty claim within sixty (60) days after delivery. In lieu of the warranty work being performed in the contractor's shop, the contractor may arrange to have the work done by a local authorized dealer within fifty (50) miles of the recipient organization or State Agency. In this case, the contractor is still responsible for the cost of pick-up and return delivery.

For any warranty claim after sixty (60) days the contractor must arrange to have the work performed by a local dealer within fifty (50) miles of the recipient organization or State agency. If a local dealer is not available within the fifty (50) miles, the contractor will be responsible for the cost of pick-up and return delivery to the contractor's shop of any vehicle for the duration of the warranty period.

All warranty work must be performed within ten (10) calendar days after the contractor or his designated dealer receives the vehicle. All pick-up and post-delivery must be accomplished within 48 hours of certification of vehicle availability.

If the contractor fails to abide by the terms and conditions as set forth in the Guarantee clause, the recipient organization or State agency will have all necessary warranty work performed by a local service facility and charged back to the contractor.

(continued)

SERVICE:

Authorized service dealers of the vehicle and equipment manufacturers must be available within New York State.

Prior to delivery, each vehicle shall be completely serviced by the contractor or by an authorized dealer of the manufacturer in a New York State certified service shop. Service shall include not less than the following: Lubrication (including all door hinges greased); wash; engine tune-up; wheel alignment and wheel balancing; for In-State deliveries - NY State (DMV) Inspection and DOT Inspection; body condition and all other checks and adjustments required for checking for quality workmanship and finish and for proper complete servicing of a new vehicle. Particular attention shall be given to door alignment, weather stripping, hardware, paint condition and proper coolant content in the cooling system. It shall be the contractor's responsibility to insure that, prior to inspection, all components and accessories specified have been properly installed.

Prior to vehicle delivery, the entire vehicle body, wheel housings, roofs, windows, windshields and all doors shall be water tested as follows:

- Water test shall consist of a series of nozzles (no less than 10 if stationary nozzles) which are strategically located around the perimeter of the vehicle being tested (or that can freely move around such perimeter) so as to spray water over the entire vehicle surface, with each nozzle capable of directing a force as indicated below.
- Nozzles shall eject a volume of water no less than 2.5 gallons per minute under a pressure of no less than forty (40) pounds per square inch measured at the nozzle tip.
- Vehicles shall be no more than twenty-four (24) inches from nozzles.
- Contractor shall be required to water test each vehicle under the conditions set forth above for no less than four (4) minutes in order to determine body leaks at window areas, door areas, roof panels, joints, seams, vent openings, etc.
- Contractor shall take necessary corrective action when body leaks are found to exist on tested vehicle, and conduct additional water test(s) to re-check for body leaks following corrective actions.
- Contractor must certify successful completion of test for all vehicles prior to delivery.

PAYMENT:

Because of constantly increasing finance charges and other costs to the contractor, it is imperative that the purchaser makes every effort to process the vouchers for payment by the comptroller within a reasonable period of time. However, if there are any problems which will delay payment, the contractor should be notified.

When a bus is delivered to a State agency, the agency shall process the voucher for the full amount of the contract price if, in its opinion, the bus is in compliance with the specifications. However, if poor workmanship and/or minor deviations exist, the State agency may withhold up to 20% of the contract price upon delivery and delay payment of the balance until the contractor has made all necessary corrections. The State agency may withhold the full amount of the contract price, if in its opinion, the bus contains major deviations from specification. All claims of contract deviation should be issued directly to the contractor in writing.

WARRANTIES:

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

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

Vehicle Body must be warranted under the terms of the OEM manufacturer's standard warranty covering the integrity of the vehicle body internal steel structure (including corrosion damage) of the product for a period of five (5) years or 150,000 miles.

Products offered must meet all requirements of this award including full commercial/retail availability. Product literature and specifications must also be available.

On products with condensing units, the guarantee on such units shall be extended for an additional one (1) year unless the manufacturer's standard warranty is two (2) years or more on such units.

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

(continued)

ADVERTISING:

Except for inconspicuous identification plates, serial number plates, precautionary instruction plates, etc. no name, trade mark, decal or other identification, other than that of the manufacturer, shall be applied to the vehicle (and shall be limited to one 5" x 7" label). IDENTIFICATION OF BUS AND EQUIPMENT DEALERS AND INSTALLERS SHALL NOT BE ATTACHED TO THE VEHICLE. ANY INSTANCE OF VIOLATION OF THESE RESTRICTIONS WHICH INCURS COST TO THE STATE FOR REMOVAL OF SUCH ADVERTISING WILL BE DEDUCTED FROM CONTRACTOR'S OUTSTANDING VOUCHER.

EQUIPMENT AND MANUALS:

Vehicle Manufacturer shall furnish vehicle floor plan layouts (for each classification) that include vehicle dimensions upon the request of the Department of Transportation, Public Transportation Bureau.

All items of standard equipment that are normally provided by the vehicle manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than standard. When optional equipment is specified, all components listed in the manufacturer's data book, as being included with the option shall be furnished. Appropriate owner's manuals, service manuals, parts catalog for body chassis and optional equipment, color-coded, function-coded and numbered wiring schematics, and floor plans must be provided at time of delivery (one set per delivery location – pricing for additional copies of any manual shall not exceed the MSRP price). This shall include manuals for the chassis, body (vehicle schematics) and all optional equipment for which there are separate manuals.

EMISSIONS CONTROL/REGULATIONS:

Vehicles and engines shall comply with the regulations of the Federal Government and New York State that govern the control of air pollution from new motor vehicles and new motor vehicle engines in effect on the date of manufacture.

MOTOR VEHICLE REGULATIONS:

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

DMV AND DOT INSPECTION:

All vehicles must be delivered with complete NYS and DOT Inspections. **In the event a vehicle is delivered uninspected, \$250.00 will be deducted for each vehicle from the invoice by the agency to cover the cost of the inspection and to compensate for time.**

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.

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.

(continued)

"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.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish a report containing both state agency and authorized non-state agency contract purchases by the fifteenth of the month following the end of each six month period. 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://205.232.252.35/>.

A separate report shall be provided in the following format (or one similar) 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:

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped to State Agencies</u>	<u>Total Quantity Shipped to Authorized Non-State Agencies</u>	<u>Total \$ Value</u>
					\$
				Grand Total	\$

The report is to be submitted 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 to the Dept. of Transportation, Specialized Transportation Section, 50 Wolf Rd., POD 54, Albany, NY 12232, 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.

(continued)

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

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

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

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

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

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

CONTRACTOR

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

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

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

* * * * *

(continued)

SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

Title	:	Group 40523 - BUSES (TRANSIT), ADULT PASSENGER (2009 & Newer) (DOT-FTA & Others) Type VI ONLY Classification Code: 25
Award Number	:	<u>21513</u> (Replaces Award 19278)
Contract Period	:	April 16, 2009 to December 14, 2010
Bid Opening Date	:	August 5, 2008
Date of Issue	:	April 16, 2009
Specification Reference	:	As Incorporated In The Invitation for Bids and Purchasing Memoranda dated 6/26/08, 7/10/08 and 7/24/08
Contractor Information	:	Appears on Page 2 of this Supplemental Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Sandra Nolan Title : Purchasing Officer I Phone : 518-474-5040 Fax : 518-474-8676 E-mail : sandra.nolan@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

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

Description

This supplemental contract award is for **Type VI** FTA Adult Passenger Transit Buses (and related options) for purchase by State agencies and other eligible non-state agencies (e.g., school districts, cities, counties, villages, cemeteries, and other political subdivisions) and may be extended to additional States or governmental jurisdictions.

This supplemental contract award covers the purchase of new, current production buses. All buses delivered under contract must be in compliance with the vendor's agreement and as set forth in the Invitation for Bids.

This document incorporates all previous Purchasing Memoranda and any updates received to date.

PR #21513

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC64222 SB	WNY BUS PARTS, INC. d/b/a GORMAN ENTERPRISES 691 Bullis Road Elma, NY 14059	716/675-3859 800/652-8577 Mr. Gary Kaczor Fax No.: 716/675-1861 E-mail: gkaczor@gormanent.com Website: www.gormanent.com	161171292

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).

PROCUREMENT LOBBYING TERMINATION:

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Offer/bidder in accordance with the written notification terms of this contract.

SPECIAL ORDERING INSTRUCTIONS:

The following contractor(s) offer Electronic Access Ordering (EDI):

WNY Bus Parts, Inc. d/b/a GORMAN ENTERPRISES

PRICE:

General - All prices shall be net, FOB points of destination designated by ordering agencies and shall include:

- All customs, duties and taxes and any charges imposed by a governmental entity;
- All vehicle preparation and clean-up charges;
- New York State motor vehicle inspection fees and all other incidentals normally included with delivery of a vehicle including the manufacturer's fees such as destination charges, etc.;
- All price discounts being firm for the entire contract period (NOTE: Price reductions and/or discount increases are permitted);
- All transportation costs for vehicles delivered in New York State;
- **NO** separate, additional delivery charge for deliveries in New York State.

Firm Pricing - Prices or discounts are firm for the entire contract period and the extension periods, if any, except for the price changes as allowed below in "Lower Pricing," "Government Mandated Program Price Adjustment", and "Price Changes".

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.

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 nationally published price sheet or the PPI.

Price Changes - Contract prices shall be subject to increase or decrease during the contract period in accordance with changes which occur in the Producer Price Index. Procurement Services Group will adjust pricing once per year as defined in the schedule below:

- September 15, 2009
- September 15, 2010
- September 15, 2011
- September 15, 2012

Request for price changes at any other time will not be granted.

Price changes will be implemented based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Producer Price Index (PPI) for:

Series ID: WPU141302
Not Seasonally Adjusted
Group: Transportation Equipment
Item: Completed Vehicles on Purchased Chassis

Price changes would be based on dividing the PPI value for month of bid opening/year involved, by the PPI value for month/year of bid opening. The percent adjustment will be applied to base vehicle price and all contract options (including deducts). Below is an example of how this would be implemented. All the values in this example are hypothetical.

PRICE: (Cont'd)

Price Changes: (Cont'd)

Original Contract Price: \$50,000
June 2008 PPI: 169.5

<u>Date For PPI</u>	<u>PPI Value</u>	<u>Calculation</u>	<u>Adjustment Factor</u>	<u>New Price</u>	<u>Effective Date</u>
June 2008	169.5	169.5/169.5	1.0000*	\$50,000.00*	Sept. 15, 2008*
June 2009	172.6	172.6/169.5	1.0183	\$50,915.00	Sept. 15, 2009
June 2010	175.7	175.7/169.5	1.0366	\$51,830.00	Sept. 15, 2010
June 2011	178.8	178.8/169.5	1.0549	\$52,745.00	Sept. 15, 2011
June 2012	181.9	181.9/169.5	1.0732	\$53,660.00	Sept. 15, 2012

* = No adjustment for this year; original contract price is \$50,000 for this example.

The State reserves the right to determine if price adjustments are reasonable based upon various sources, such as manufacturer's published price lists, PPI, industry data, etc.

Limitation - Price adjustments are limited to changes as allowed for in this "Price" clause. Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs to the Contractor, will not be allowed during the contract period. No additional, separate adjustment in price for fuel, labor, etc., shall be permitted.

Price Includes All Equipment - The State interprets that contract prices listed include all standard equipment and estimated additional options.

No Charge Equipment - In the event optional equipment is promoted as "no charge," then that equipment shall be provided at no charge on all deliveries made on the effective dates of the promotion or thereafter or a credit shall be issued if not provided.

Extension of Prices Commitment - The contractor agrees to honor all orders from state agencies, political subdivisions and others authorized by law (including but not limited to "Non-State Agencies Participation in Centralized Contracts", "Extension of Use", and "Purchases by Consortium and Other Authorized Organizations", etc. clauses incorporated herein) that 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 cancellation of the contract. If a contract, or any portion thereof, is cancelled for this reason, any additional costs incurred by the eligible purchaser will be borne by the contractor.

<u>Item No.</u>	<u>Item/Option Description</u>	<u>Unit Price</u>
6.	Type VI Bus, FC/FE; 28 Adult Passenger 0 Wheelchair, 17,500 lb. GVWR, complete as per Specifications.	\$69,880.16

Air-Ride Suspension [Make & Model]: Glavel/Link Mfg. PN8M000070

Vehicle (Body), Base Item [Make & Model]: Glavel Titan

Vehicle (chassis), Base Item: Chevy C4500

Bus Conversion Work By: Glavel Titan

Upholstered Seating (Stationary), Base Item [Make & Model]: Freedman Mid-High Feather Weight

OPTIONAL EQUIPMENT

- | | | |
|-----|---|-------------|
| (1) | Wheelchair Lift as described
in Option (1) of Specification. | \$ 2,919.20 |
|-----|---|-------------|

Lift (Wheelchair), Electric/Hydraulic, Lift's Capacity: 800 lbs.

Option (1), Wheelchair Lift [Make & Model]: Ricon S-2010

Air-Ride Suspension [Make & Model]: Glaval/Link PN8M000070

- | | | |
|-----|---|-----------|
| (2) | Restraint System, Wheelchair and Occupant,
as described in Options (2) of Specification. | \$ 295.00 |
|-----|---|-----------|

Occupants, Option (2) [Make & Model/s]: Sure-Lok FF-612S 4C-7

Wheelchair Restraint/s: Sure-Lok FF-612S 4C-7

- | | | |
|-----|---|-----------|
| (3) | Flip Seat (forward facing), as described
in Option (3) of Specification. | \$ 642.40 |
|-----|---|-----------|

Seat/s (Forward Facing Fold Away), Opt (3) [Make & Model]: Freedman BV Fold Away

- | | | |
|-----|--|--------------|
| (4) | Air Conditioning as described
in Option (4) of Specification. | \$ 4,977.00* |
|-----|--|--------------|

*When ordering Air Conditioning under this item users are encouraged to purchase Option 4A (roof mounted unit) at \$248.00 versus Option 4 (standard unit) at \$4,977, unless Option 4A doesn't meet agency's requirements. **Buyer is NOT required to purchase Option 4 when buying Option 4A; they may be purchased separately.**

A/C (Air Conditioner) [Make & Model]: ACC Climate Control R474621

A/C Capacity [body OEM's]: 67,000 BTUH + [18,000-BTUH, OEM Chassis Ford]

A/C Air flow [body OEM's]: 3900 CFM + [300-CFM, OEM Chassis Ford]

- | | | |
|------|---|-----------|
| (4A) | Air Conditioning as described
in Option (4A) of Specification. | \$ 248.00 |
|------|---|-----------|

A/C (Air Conditioner) [Make & Model]: AC Climate Control S474721

A/C Capacity [body OEM's]: 82,000 BTUH + [18,000 BTUH, OEM Chassis Ford]

A/C Air flow [body OEM's]: 3900 CFM + [300-CFM, OEM Chassis Ford]

<u>Item No.</u>	<u>Item Description</u>	<u>Item/Option</u>	<u>Unit Price</u>
<u>ITEM NO. 6 - Type VI Bus, FC/FE, 28 Adult Passenger, 0 Wheelchair: (Cont'd)</u>			
<u>OPTIONAL EQUIPMENT (Cont'd)</u>			
(8)	Supplemental ADA Transit Package Upgrade, as described in Opt. (8) of Spec.		\$2,894.00
(16)	Transit Style Mirrors as described in Opt. (16) of Spec.		\$ 0.00
<u>Base Item Vehicle</u>			
<u>Vehicle Details for Base Item & Options:</u>			
	Wheelbase:		213 Inches
	Turning Diameter [@ End of Front Bumper]:		336 Inches
	Length [Overall, Bumper to Bumper]:		335 Inches
	Length [Inside Body, Dash to Rear]:		265 Inches
	Width [Inside Body @ Seat Height]:		90 Inches
	Headroom:		78 Inches
	Low Height Front Entrance Step [Top of 1 st Step above Ground]:		13.5 Inches
	GVWR – Gross Vehicle Weight Rating:		17,500 lbs.
	FGAWR – Gross Axle Weight Rating:		6,250 lbs.
	RGAWR – Gross Axle Weight Rating:		11,000 lbs.
	Axle Capacities: Front:		7,000 lbs.
	Rear:		13,500 lbs.
	Spring Capacities [Total at Ground]:		7,000 lbs.
	4 Bag Air Suspension [Total at Ground]: Rear:		13,500 lbs.
	Service Brakes [total lining or sweep area, both front & rear]: Front:		15 Sq. In.
	Booster Diameter, or chamber size:		1.5 Inches
	Radial Tires [Size & Load-Range; Manufacturer]:		225/70R 19.5
	[Front Tread Design; capacity/tire]:		Premium Hwy, A/S; 7,280 lbs. each
	[Rear Tread Design; capacity/tire]:		Mud & Snow, M/S; 13,600 lbs. each
	Heavy Duty Shock Absorber [M/S]:		GMC Heavy Duty
	Automatic Transmission [Make & Model]:		Allison 1000 PTS
	Engine [Base Item - Diesel; Make & Model]:		Duramax
	[Number of Cylinders, Displacement]:		8 Cylinder, 6.6L Liters (401 CID);
	Horsepower & Torque; (Gross Peak):		300 HP @ 3000 rpm, 520#’ @ 1600 rpm
	<u>Permanent Antifreeze:</u> [Make & Model]:		Dexcool Long Life Coolant
	Degree of Protection:		Minus, 40 Degrees Fahrenheit

ITEM NO. 6 - Type VI Bus, FC/FE, 28 Adult Passenger, 0 Wheelchair: (Cont'd)
Vehicle Details for Base Item & Options: (Cont'd)

	<u>Base Item Vehicle & Optional Upgrades</u>
Capacity of Alternator [Base Item]:	(B) 300 Amps
Capacity of Alternator [Options (4/4A)]:	(4/4A) 300 Amps
Base Batteries; [(Number of), Rating @ 0°F, Reserve Capacity]:	(3), 1,150 CCA each, 360 minutes RC
Batteries; [With Option (4/4A)]:	(3), 1,150 CCA each, 360 minutes RC
Seat Belts [Make & Model]:	Beak HC23133-4 / HC21333-10
Reflector Kit [Make & Model]:	James King 1005
<u>Rustproofing Material</u> [Manufacturer]:	Ziebart
Trade Designation:	Type A Sealant
Rustproofing Material is listed on the Federal Qualified Products List.	
Delivery [days after receipt of order]:	180 Days

CONTRACTOR, ITEM 6: GORMAN ENTERPRISES

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 or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

NOTE TO CONTRACTOR:

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

NOTE TO AGENCY:

Orders under this contract are to be submitted directly to the contractor.

NOTE TO AGENCY:

NYS agencies and/or political subdivisions whose receiving facilities cannot accommodate entrance of an over the road trailer with a height of 13'-6" must specify on their purchase order - "Maximum trailer height for delivery to this location is _____." (insert height in this space).

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).

EXTENSION OF PRICES:

Any State Agency (NYS and all others), Political Subdivision or private non-profit organization, with the written approval of the **New York State Department of Transportation, Specialized Transportation Section**, may participate in contracts resulting from this award.

EXTENSION OF USE:

Any contract within this award may be extended to all States or governmental jurisdictions upon mutual written agreement between New York State (Dept. of Transportation) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any 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.

In the past, the following states or jurisdictions from within the following states, have participated in purchasing from the Contract Award Notice: ALASKA, VERMONT, NEW JERSEY, MARYLAND, MICHIGAN and WISCONSIN. These states and all others, may participate in purchasing from the Contract Award Notification upon mutual written agreement between New York State (the lead contracting State) and the contractor.

DELIVERY:

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

Product is required as soon as possible.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

Pre-Delivery Inspection - At the discretion of the New York State Department of Transportation, the Contractor may be required to present vehicles for pre-delivery inspection at such location as may be designated. When so required, the contractor shall make no delivery of it, or similar contract units, without written approval of the vehicle from the Commissioner of the New York State Department of Transportation or authorized agent thereof.

Delivery Condition - Vehicle must be delivered strictly in accordance with specifications and shall be "Ready for Use", except as allowed in the "Terms and Conditions for Payment and/or Delivery" section herein and/or as requested by the purchaser. If vehicle is delivered with deviations or improper servicing, the contractor must arrange to have the necessary work done within five (5) days (exclusive of Saturdays, Sundays, and holidays) after receipt of written notification from the agency and/or the Office of General Services. Otherwise, the purchasing agency may have the corrections made at contractor's expense. No production changes shall be made without written approval of the New York State Department of Transportation.

Delivery Certification - Contractor shall secure a signed receipt from the agency certifying to delivery of vehicle. Special attention should be given to such items as:

- reflective kit
- bill of materials
- assignments of monies documents
- one set of manuals (as described under Equipment & Manuals), including those for accessory equipment.

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 stated 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.

CONTRACT PERIOD AND EXTENSIONS:

General - Model Years - This solicitation is for 2009 and NEWER model years. The initial term of contract to be from December 15, 2008 to December 14, 2010 **OR** to termination of production of "2010" model year and depletion of all stock for "2010" model year, whichever is last. Contract period may subsequently be extended with additional model years up to termination of production of "2013" models or depletion of all stocks for 2013 models, whichever is last. (Please see "Extension of Contract" below.)

"Build Out" - Notice of Final Date for Placing Orders - The Contractor and/or Manufacturer shall notify the Office of General Services, Procurement Services Group, in writing at least two (2) weeks in advance of the final date for placing orders. Contract for a given model year shall remain in effect until two (2) weeks after the "Notice of Final Date for Placing Orders" is received.

Purchase of Vehicles from Canceled Orders - Vehicles ordered during the contract period and subsequently cancelled by an agency may be purchased by other eligible agencies even though the contract ordering period may have lapsed, subject to the approval of the Office of General Services.

Termination By Issuance of New Award - Notwithstanding the foregoing, the contracts covered by the Contract Award Notification for this bid opening shall be terminated by the issuance of a new Contract Award Notification for the same or substitute commodity for the next applicable contract period.

Cancellation After Twelve Months - The State may unilaterally cancel the contract on a monthly basis any time after the initial twelve (12) months by providing written notification at least two months (60 days) prior to the effective date of cancellation. The minimum term of the contract shall be twelve (12) months. 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.

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

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.

PILOT MODEL INSPECTIONS:

For each classification of vehicle, with the first units being ordered by NYSDOT, the Contractor shall furnish a pilot model of the equipment offered for inspection at the Manufacturer's plant.

All units delivered under the purchase order(s) shall conform to the approved pilot model. Pilot model must be fully prepared for inspection in accordance with these specifications. Cost of subsequent inspections (including personnel-hours) required because pilot model has not been properly prepared for inspection may be charged to the Contractor.

It is anticipated that a minimum of one inspection of the product specified in this solicitation will be required, which will be performed by at least one employee, as determined by the ordering agency.

Refusal by the Contractor to provide payment for required travel expenses that are the consequence of subsequent inspections (including personnel-hours) required because pilot model(s) have not been prepared for inspection, may result in contract cancellation at the Contractor's expense.

PRE-PRODUCTION MEETING:

Subsequent to a contract award, a meeting may be held between the contractor (manufacturer's representatives) and appropriate State personnel for the purpose of reviewing the specifications to insure against any misunderstandings or improper interpretations.

The contractor shall advise the State of all design changes including component style or performance changes, which their offer has undergone since their last delivery, and/or offer on previous solicitations/contracts. The State reserves the right to a Pre-Production Meeting in each year of a multi-year contract.

GUARANTEE:

The vehicle shall be new and of current production. Any combination of options and colors, as ordered, must be available as a factory order. Delivery of dealer-stocked buses will not be accepted. The manufacturer's standard warranty for both the chassis and the body if more than one (1) year shall apply to the vehicle and warranty service shall be gratis at any dealer's shop anywhere within New York State. The contractor shall guarantee all equipment furnished for a period of one (1) year from in service date (with no mileage limitation) if such equipment is not included in the vehicle manufacturer's standard warranty. This guarantee shall include defective materials and workmanship. If, during this period, repairs and/or parts replacement become necessary due to defective materials and workmanship, *the contractor (at no cost) shall furnish all necessary labor and materials for remedy* to the State or recipient organization.

The contractor will be responsible for the cost of pick-up and return delivery to the contractor's shop of any vehicle with a warranty claim within sixty (60) days after delivery. In lieu of the warranty work being performed in the contractor's shop, the contractor may arrange to have the work done by a local authorized dealer within fifty (50) miles of the recipient organization or State Agency. In this case, the contractor is still responsible for the cost of pick-up and return delivery.

For any warranty claim after sixty (60) days the contractor must arrange to have the work performed by a local dealer within fifty (50) miles of the recipient organization or State agency. If a local dealer is not available within the fifty (50) miles, the contractor will be responsible for the cost of pick-up and return delivery to the contractor's shop of any vehicle for the duration of the warranty period.

All warranty work must be performed within ten (10) calendar days after the contractor or his designated dealer receives the vehicle. All pick-up and post-delivery must be accomplished within 48 hours of certification of vehicle availability.

If the contractor fails to abide by the terms and conditions as set forth in the Guarantee clause, the recipient organization or State agency will have all necessary warranty work performed by a local service facility and charged back to the contractor.

SERVICE:

Authorized service dealers of the vehicle and equipment manufacturers must be available within New York State.

Prior to delivery, each vehicle shall be completely serviced by the contractor or by an authorized dealer of the manufacturer in a New York State certified service shop. Service shall include not less than the following: Lubrication (including all door hinges greased); wash; engine tune-up; wheel alignment and wheel balancing; for In-State deliveries - NY State (DMV) Inspection and DOT Inspection; body condition and all other checks and adjustments required for checking for quality workmanship and finish and for proper complete servicing of a new vehicle. Particular attention shall be given to door alignment, weather stripping, hardware, paint condition and proper coolant content in the cooling system. It shall be the contractor's responsibility to insure that, prior to inspection, all components and accessories specified have been properly installed.

Prior to vehicle delivery, the entire vehicle body, wheel housings, roofs, windows, windshields and all doors shall be water tested as follows:

- Water test shall consist of a series of nozzles (no less than 10 if stationary nozzles) which are strategically located around the perimeter of the vehicle being tested (or that can freely move around such perimeter) so as to spray water over the entire vehicle surface, with each nozzle capable of directing a force as indicated below.
- Nozzles shall eject a volume of water no less than 2.5 gallons per minute under a pressure of no less than forty (40) pounds per square inch measured at the nozzle tip.
- Vehicles shall be no more than twenty-four (24) inches from nozzles.
- Contractor shall be required to water test each vehicle under the conditions set forth above for no less than four (4) minutes in order to determine body leaks at window areas, door areas, roof panels, joints, seams, vent openings, etc.
- Contractor shall take necessary corrective action when body leaks are found to exist on tested vehicle, and conduct additional water test(s) to re-check for body leaks following corrective actions.
- Contractor must certify successful completion of test for all vehicles prior to delivery.

PAYMENT:

Because of constantly increasing finance charges and other costs to the contractor, it is imperative that the purchaser makes every effort to process the vouchers for payment by the comptroller within a reasonable period of time. However, if there are any problems which will delay payment, the contractor should be notified.

When a bus is delivered to a State agency, the agency shall process the voucher for the full amount of the contract price if, in its opinion, the bus is in compliance with the specifications. However, if poor workmanship and/or minor deviations exist, the State agency may withhold up to 20% of the contract price upon delivery and delay payment of the balance until the contractor has made all necessary corrections. The State agency may withhold the full amount of the contract price, if in its opinion, the bus contains major deviations from specification. All claims of contract deviation should be issued directly to the contractor in writing.

WARRANTIES:

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

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

Vehicle Body must be warranted under the terms of the OEM manufacturer's standard warranty covering the integrity of the vehicle body internal steel structure (including corrosion damage) of the product for a period of five (5) years or 150,000 miles.

Products offered must meet all requirements of this award including full commercial/retail availability. Product literature and specifications must also be available.

On products with condensing units, the guarantee on such units shall be extended for an additional one (1) year unless the manufacturer's standard warranty is two (2) years or more on such units.

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

ADVERTISING:

Except for inconspicuous identification plates, serial number plates, precautionary instruction plates, etc. no name, trade mark, decal or other identification, other than that of the manufacturer, shall be applied to the vehicle (and shall be limited to one 5" x 7" label). IDENTIFICATION OF BUS AND EQUIPMENT DEALERS AND INSTALLERS SHALL NOT BE ATTACHED TO THE VEHICLE. ANY INSTANCE OF VIOLATION OF THESE RESTRICTIONS WHICH INCURS COST TO THE STATE FOR REMOVAL OF SUCH ADVERTISING WILL BE DEDUCTED FROM CONTRACTOR'S OUTSTANDING VOUCHER.

EQUIPMENT AND MANUALS:

Vehicle Manufacturer shall furnish vehicle floor plan layouts (for each classification) that include vehicle dimensions upon the request of the Department of Transportation, Public Transportation Bureau.

All items of standard equipment that are normally provided by the vehicle manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than standard. When optional equipment is specified, all components listed in the manufacturer's data book, as being included with the option shall be furnished. Appropriate owner's manuals, service manuals, parts catalog for body chassis and optional equipment, color-coded, function-coded and numbered wiring schematics, and floor plans must be provided at time of delivery (one set per delivery location – pricing for additional copies of any manual shall not exceed the MSRP price). This shall include manuals for the chassis, body (vehicle schematics) and all optional equipment for which there are separate manuals.

EMISSIONS CONTROL/REGULATIONS:

Vehicles and engines shall comply with the regulations of the Federal Government and New York State that govern the control of air pollution from new motor vehicles and new motor vehicle engines in effect on the date of manufacture.

MOTOR VEHICLE REGULATIONS:

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

DMV AND DOT INSPECTION:

All vehicles must be delivered with complete NYS and DOT Inspections. **In the event a vehicle is delivered uninspected, \$250.00 will be deducted for each vehicle from the invoice by the agency to cover the cost of the inspection and to compensate for time.**

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.

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.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish a report containing both state agency and authorized non-state agency contract purchases by the fifteenth of the month following the end of each six month period. 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://205.232.252.35/>.

A separate report shall be provided in the following format (or one similar) 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:

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped to State Agencies</u>	<u>Total Quantity Shipped to Authorized Non-State Agencies</u>	<u>Total \$ Value</u>
					\$
				Grand Total	\$

The report is to be submitted 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 to the Dept. of Transportation, Specialized Transportation Section, 50 Wolf Rd., POD 54, Albany, NY 12232, 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.

**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: _____

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

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