

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 40550 - POLICE & SPECIAL SERVICE SPORT UTILITY VEHICLES (2006 Chevrolet Tahoe) (NYS Police) Classification Code: 25
Award Number	:	<u>20083</u> (Replaces Award 19261)
Contract Period	:	See "Contract Period" Clause
Bid Opening Date	:	August 9, 2005
Date of Issue	:	August 26, 2005
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors

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

Description

This award document lists both, 4x2 and 4x4 Chevrolet Tahoe Police and Special Service Sport Utility Vehicles that can be purchased by the New York State Police.

PR #20083

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC61996 SB	ACTION CHEVROLET, INC. 795 Hoosick Road Troy, NY 12180	518/279-3400 Mr. James Messick Fax: 518/279-1661	141657371
PC61997	HOSELTON CHEVROLET, INC. 909 Fairport Road E. Rochester, NY 14445	800/840-0456 585/586-7373, Ext. 2226 Mr. Richard Perry Fax: 585/381-1857 E-mail: rickp@hoselton.com Web: hoselton.com	160731157

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.

(continued)

NOTE TO AUTHORIZED USERS: (Cont'd)

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).

PRICE & DELIVERY:

LOT I

ITEM 1:

Price includes all customs duties and charges and is net, F.O.B. destination to the New York State Police as indicated herein.

Delivery shall be made in accordance with instructions on Purchase Order from the 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.

Shipping instructions will be detailed on the agency Purchase Order. Vehicles will be drop shipped to the ten (10) troop headquarters throughout the state.

Delivery Points:

Troop A, Batavia, NY

Troop B, Raybrook, NY

Troop C, Sidney, NY

Troop D, Oneida, NY

Troop E, Canandaigua, NY

Troop F, Middletown, NY

Troop G, Loudonville, NY

Troop K, Millbrook, NY

Troop L, Farmingdale, NY

Headquarters, Albany, NY

CONDITION ON DELIVERY:

Vehicles shall be drop shipped directly from the factory to the designated State Police location. New vehicle servicing will be performed by State Police maintenance personnel.

State Police to be reimbursed for new vehicle servicing.

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

Delivery shall be made Monday through Friday – 8:30 A.M. to 3:30 P.M. ONLY.

LOT II

ITEM 1:

Price includes all customs duties and charges and is net, F.O.B. destination to the New York State Police, Building 18, State Campus, 1220 Washington Avenue, Albany, NY 12226.

Delivery shall be made in accordance with instructions on Purchase Order from the 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.

Shipping instructions will be detailed on the agency purchase order. Vehicles will be drop shipped to the NYS Police Albany facility.

CONDITION ON DELIVERY (BOTH ITEMS, BOTH LOTS):

Vehicles shall be drop shipped directly from the factory to the designated NYS State Police location. New vehicle servicing will be performed by State Police maintenance personnel. Bids should reflect a cost reduction by omitting DMV inspection fee.

State Police to be reimbursed for new vehicle servicing.

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

Delivery shall be made Monday through Friday - 8:30 A.M. to 3:30 P.M. ONLY.

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LOT I - 5-PASSENGER MID-SIZE POLICE SPORT UTILITY
VEHICLE, 4x2, 4-DOOR

**ITEM 1 - 2006 Chevrolet Tahoe- 2-Wheel Drive Police Package
1ST Commercial Décor with PPV Option (CC15706)**

Unit Price
\$27,937.00

(As per the "Detailed Specifications incorporated in the Invitation
for Bids.").

NEW YORK STATE POLICE ONLY.

Make and Model of Vehicle: 2006 Chevrolet Tahoe, 4 Dr. 4x2 (CC15706)

Delivery: 120 days A/R/O

NOTE: Vehicles for this Item are to be drop shipped directly
from the factory to the designated NYS Police ten (10) troop head-
quarters throughout the State. Shipping instructions will be detailed
on agency Purchase order. New vehicle servicing will be performed
by State Police maintenance personnel.

OPTIONAL ITEMS NOT INCLUDED IN UNIT PRICE:

- 1) **VEHICLE COLOR** (in lieu of standard paint): New York
State Police Special Blue Metallic – (New York State Police
will provide color sample)
- 2) **VEHICLE SPECIAL EQUIPMENT OPTION COLOR
SCHEME** (in lieu of standard paint scheme): Similar to
Impala SEO color scheme #W006-option code 1PF-Kerr
Industries option of base coat/clear coat.

NC per vehicle
w/9V2 WA5665 Paint

\$960.00 per vehicle

CONTRACTOR, LOT I ITEM 1: ACTION CHEVROLET, INC.

(continued)

LOT II - 6-PASSENGER MID-SIZE SPORT UTILITY
VEHICLE, 4X4, 4-DOOR

**ITEM 1 - 2006 Chevrolet Tahoe Special Service 4-Door, 4x4
1ST Commercial Decor (CK15706)**

Unit Price
\$30,114.00*

As per the "Detailed Specifications" incorporated in the
Invitation for Bids. Not designed nor intended for pursuit use.)

NEW YORK STATE POLICE ONLY.

Make and Model of Vehicle: 2006 Chevrolet Tahoe 4x4 Special Service Pkg.

Delivery: 180 days A/R/O

***NOTE:** Vehicles for this item are to be drop shipped directly
from the factory to the designated NYS Police location. New
vehicle servicing will be performed by State Police maintenance
personnel.

OPTIONAL ITEMS NOT INCLUDED IN UNIT PRICE:

- 1) **VEHICLE COLOR** (in lieu of standard paint): New York
State Police Special Blue Metallic – (New York State Police
will provide color sample) \$180.00 per vehicle
- 2) **VEHICLE SPECIAL EQUIPMENT OPTION COLOR
SCHEME** (in lieu of standard paint scheme): Similar to
Impala SEO color scheme #W006-option code 1PF-Kerr
Industries option of base coat/clear coat. \$875.00 per vehicle

CONTRACTOR, LOT II ITEM 1: HOSELTON CHEVROLET, INC.

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.

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.

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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). Click on "For Government - Contracts and Purchasing," then "Seller Information," then "Dispute Resolution Procedures for Vendors."

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.
Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.
Where accessories are to be supplied, they must be compatible with the rest of the product.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each six month period. The reports shall be in the following format:

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped</u>	<u>Total \$ Value</u>
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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 shall reference the Group Number, the Invitation for Bids Number, Contract Number, sales period, and contractor's name.

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

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

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.

INVOICING:

Invoices must be detailed and include all of the following information.

1. Notice of Contract Award Number
2. Contract Number
3. Purchase Order Number
4. Item Number
5. Line Item Breakdown of All Charges

All of this information must be included on the invoice when the vehicle is delivered. If options are purchased, they must be listed separately, line by line on the same invoice as the vehicle. Delivery charges (If Applicable), as listed in the Delivery Allowance Schedule, must also be listed separately.

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INVOICING: (Cont'd)

Failure to comply with these instructions may result in lengthy payment delays. Contract users are instructed not to process invoices without the above information.

CONTRACT PERIOD AND EXTENSIONS:

The contract shall commence with the date of award and shall terminate upon the manufacturers production build-out date or depletion of all stocks, whichever occurs last. Contractors will notify the Office of General Services, in writing of the manufacturer's production build-out date. Such notification must be submitted immediately upon the contractor being notified by the manufacturer. Notwithstanding the foregoing, this agreement shall be terminated by the issuance of a contract award for the same or substitute commodity for the next applicable contract period or once depletion of all stock occurs.

Price escalation or discount reduction will not be allowed and is specifically excluded from the terms and conditions of the Invitation for Bid, its specifications and subsequent contract award. Price decreases or discount increases are permitted at any time.

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

DEFAULT ON DELIVERY:

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

LIQUIDATED DAMAGES:

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

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

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

ORDERING INFORMATION:

Purchase orders shall be placed with the contractor. All matters pertaining to registration and licensing are the responsibility of the ordering agency.

BASIC WARRANTY:

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

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

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

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

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OPERATORS MANUAL:

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

MOTOR VEHICLE REGULATIONS:

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

EQUIPMENT:

All items of standard equipment which are normally provided by the 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.

Everything that normally is provided as standard by the manufacturer with the make and model must be included, regardless of whether the specification calls for the item or not. For example, all standard equipment provided by the manufacturer as standard on the Tahoe Police Vehicle must be included. If the Tahoe Police Vehicle comes with speed control, then it must be included with the bid; speed control can not be deleted because it is not required by the specifications.

ADVERTISING:

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

DELETING OPTIONS FROM THE SPECIFIED VEHICLE:

It is anticipated that contract users may delete equipment that has been required in the specification. To this extent, contractors will be required to honor all such deletions. When equipment is being deleted, the contractor must give the full cost (invoice price) of the item, as shown in the PC car book. If the item is not in the PC car book, the contractor must provide documentation showing the contractor's cost for the item.

EMISSIONS CONTROLS:

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

AVAILABILITY:

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

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

RECALLS:

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

EQUIPMENT:

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

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WARNING LIGHTS:

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

PILOT MODEL:

If it is so requested by the Office of General Services or New York State Police, the contractor shall provide, as directed, a pilot model vehicle for inspection. The inspection shall be conducted at the point of vehicle assembly. Responsibility for all costs incurred (not to exceed 2 representatives of the New York State Police) will be that of the manufacturer. The contractor shall make no other deliveries under the contract until notified, in writing that the pilot model is approved. The pilot model shall be ready for inspection within 45 days after ordering date. The New York State Police reserves the right to drive the Pilot Model(s) from the point of manufacture to the destination point.

SERVICE MANUALS (New York State Police Only):

MUST BE DELIVERED WITH FIRST SHIPMENT OF VEHICLES.

Payment for vehicles will not be made until service manuals are received. The contractor shall be required to furnish at no cost, 10 service manuals to the New York State Police. All technical service bulletins for the vehicle receiving the bid award will be furnished when issued by the vehicle manufacturer (10 copies). Service Manual on disc is preferred.

FACTORY INSTALLATION:

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

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**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, Room 3711
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242

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