

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: [00643-G](#)

DATE: October 19, 2004

GROUP: 40410 – Police Vehicles - Pursuit
(2003 Model Year)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Donald L. Simpson
Purchasing Officer I
(518) 474-2802
donald.simpson@ogs.state.ny.us

CONTRACT PERIOD: See "CONTRACT PERIOD
clause

OTHER AUTHORIZED USERS

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

CONTRACTOR(S)/

CONTRACT NO(S): PC57346 – Warnock Ford
PC57347 – Warnock Chevrolet

SUBJECT: CONTRACT RENEWAL

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

The above contracts are hereby renewed through the **(2005 Model Year)** and shall terminate upon the manufacturer's production build-out date or depletion of all stocks, whichever occurs last.

Note: The price for the Ford Crown Victoria Police Interceptor Vehicles (P71) will remain the same, however the price for the Chevrolet Impala Police Vehicle (1WF19) is \$18,280, a reduction of \$1,000. from the listed price of the 2004 model.

All other terms and conditions of this award remain the same.

Please attach to the term contract.

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: [00643-G](#)

DATE: September 9, 2003

GROUP: 40410 – Police Vehicles - Pursuit
(2003 Model Year)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Donald L. Simpson
Purchasing Officer I
(518) 474-2802
donald.simpson@ogs.state.ny.us

CONTRACT PERIOD: See "CONTRACT PERIOD
clause

OTHER AUTHORIZED USERS

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

CONTRACTOR(S)/

CONTRACT NO(S): PC57346 – Warnock Ford
PC57347 – Warnock Chevrolet

SUBJECT: CONTRACT RENEWAL

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

The above contracts are hereby renewed through the **(2004 Model Year)** and shall terminate upon the manufacturer's production build-out date or depletion of all stocks, whichever occurs last.

Note: The price for the Ford Crown Victoria Police Interceptor Vehicles (P71) will remain the same, however the price for the Chevrolet Impala Police Vehicle (1WF19) is \$19,280, a reduction of \$500 from the original listed price.

All other terms and conditions of this award remain the same.

Please attach to the term contract.

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

REVISED CONTRACT AWARD NOTIFICATION

Title	:	Group 40410 – POLICE VEHICLES - PURSUIT (2004 Model Year) (Statewide)
		Classification Code(s): 25
Award Number	:	<u>00643-G</u> (Replaces Award 3644-G & 4386-G)
Contract Period	:	See (Contract Period) Clause
Bid Opening Date	:	November 16, 2000
Date of Issue	:	January 8, 2001 REVISED September 9, 2003
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Donald L. Simpson Title : Purchasing Officer I Phone : 518-474-2802 Fax : 518-474-8676 E-mail : donald.simpson@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

It is the purpose of this award document to describe Police Pursuit Vehicles (Ford Crown Victoria and Chevrolet Impala) that can be purchased by Law Enforcement agencies only.

PR #00643-G

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC57346	WARNOCK AUTOMOTIVE, INC. d/b/a WARNOCK FORD 175 Route 10 E. Hanover, NJ 07936	877-KOP-KARS, ext. 4 973-463-3066 Mr. Steve Keller Fax: 973-884-2650 E-Mail: skeller@warnock.com	222658797
PC57347	WARNOCK MOTOR SALES, INC. d/b/a WARNOCK CHEVROLET 175 Route 10 E. Hanover, NJ 07936	877-KOP-KARS, ext. 4 973-463-3066 Mr. Steve Keller Fax: 973-884-2650 E-Mail: skeller@warnock.com	222971570

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

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET THE DELIVERY TERMS OF THIS CONTRACT. PRODUCT WHICH DOES NOT COMPLY WITH THE SPECIFICATIONS OR IS OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

NOTE TO AGENCY:

The letters SB listed under the Contract Number indicate the contractor is a small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise, respectively.

NOTE TO ALL CONTRACT USERS:

The terms and conditions of the solicitation which apply to the award appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

PRICE & DELIVERY:

ITEMS 1 & 2 - New York State Police (Statewide and Thruway Authority).

Prices shall be net and shall include all transportation costs.

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

ITEMS 3 & 4:

Price will include all customs duties and charges and be net, F.O.B. including all vehicle preparation and clean-up charges, New York State motor vehicle inspection and all other incidentals normally included with delivery of a vehicle including the manufacturer's fees such as destination charges, etc. All prices must be firm for the entire contract period.

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

The DAS will be used as follows. If the contractor point of business is in Albany (Region 3), and the desired delivery point is in White Plains (Region 5), the delivery charge will be \$75. This charge should be added to the invoice. Each contractor will only be concerned with their particular region (i.e. if the contractor point of business is in Region 1, the only row that will be utilized is the first one).

(continued)

GENERAL INFORMATION (Cont'd)

PRICE & DELIVERY: (Cont'd)

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

Delivery to Region							
Region		1	2	3	4	5	6
Location of Vendor	1	\$50	\$75	\$130	\$150	\$175	\$235
	2	\$75	\$50	\$75	\$75	\$100	\$175
	3	\$130	\$75	\$50	\$75	\$75	\$175
	4	\$150	\$75	\$75	\$50	\$150	\$225
	5	\$175	\$100	\$75	\$150	\$50	\$90
	6	\$235	\$175	\$175	\$225	\$90	\$50

Region 1

Allegany
 Cattaraugus
 Chautauqua
 Chemung
 Erie
 Genesee
 Livingston
 Monroe
 Niagara
 Ontario
 Orleans
 Schuyler
 Seneca
 Steuben
 Wayne
 Wyoming
 Yates

Region 2

Broome
 Cayuga
 Chenango
 Cortland
 Delaware
 Herkimer
 Jefferson
 Lewis
 Madison
 Oneida
 Onondaga
 Oswego
 Otsego
 Tioga
 Tompkins

Region 3

Albany
 Columbia
 Fulton
 Greene
 Hamilton
 Montgomery
 Rensselaer
 Saratoga
 Schenectady
 Schoharie
 Warren
 Washington

Region 4

Clinton
 Essex
 Franklin
 St. Lawrence

Region 5

Dutchess
 Orange
 Putnam
 Rockland
 Sullivan
 Ulster
 Westchester

Region 6

Bronx
 Kings
 Nassau
 New York
 Queens
 Richmond
 Suffolk

(continued)

ITEM 1 - POLICE PURSUIT VEHICLE - FULL SIZE
(MARKED)

NEW YORK STATE POLICE ONLY

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

Unit Price

\$22,128.00

Make and Model of Vehicle: 2001 Crown Victoria Police Interceptor (P71)

Delivery: 135 Days A/R/O

ITEM 2 - POLICE PURSUIT VEHICLE - FULL SIZE
(UNMARKED)

NEW YORK STATE POLICE ONLY

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

\$21,260.00

Make and Model of Vehicle: 2001 Crown Victoria Police Interceptor (P71)

Delivery: 135 Days A/R/O

CONTRACTOR, ITEMS 1 & 2: WARNOCK AUTOMOTIVE INC. d/b/a WARNOCK FORD

NEW YORK STATE POLICE (STATEWIDE)
DELIVERY POINTS

Item 1 & 2

- 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 H, Albany, NY
- Troop K, Millbrook, NY
- Troop L, E. Farmingdale, NY

NEW YORK STATE THRUWAY (ITEMS 1 & 2) AUTHORITY
DELIVERY POINT

Selkirk, NY

(continued)

ITEM 3:

MAKE/MODEL: Ford Crown Victoria Police Interceptor (P71)

PRICE: \$21,364.00 plus DAS*

VEHICLE TYPE: Full Size 4-Door Sedan

EQUIPMENT INCLUDED IN NET PRICE

4.6L SEFI OHC 225hp V8 engine	Unique calibration w/increased idle speed
4-speed automatic transmission w/OD	Brake-shift interlock
3.27 rear axle ratio	Aluminum driveshaft
Rear wheel drive	Distributorless electronic ignition system
HD-78-amp/hr 750 CCA maintenance-free battery w/ battery saver	HD 135-amp alternator (82-amps at idle)
Electronic voltage regulator	Fail-safe cooling system
Police accessory feed wires-inc: 1-ignition, 1-direct	Easy access labeled fuse panel
Lower radiator air dam	Courtesy lamp wiring
Transmission oil cooler	Engine Oil cooler
Coolant recovery system	Pwr steering oil cooler
HD body-frame construction	Dual-speed electrodrive fan
Watt's linkage rear suspension	Short/long arm front suspension
Low friction greaseable upper ball joints	HD suspension-inc: HD front/rear springs, nitrogen pressurized shock absorbers, front/rear stabilizer bar
P225/60VR16 all-season SBR BSW Goodyear tires	Conventional spare tire & wheel
HD16" x 7" steel wheel rims	Hub caps
Power steering	HD steering gear
Pwr 4-wheel disc brakes	Single stroke parking brake
Automatic parking brake release w/manual emergency override	19.0 gallon fuel tank w/tethered fuel cap
Scissors jack	Dual stainless steel exhaust system
Single key locking system	Primary plastic-head ignition key
Concealed body-color bumpers w/one-piece full wrap cover	Clearcoat paint w/anti-chip primer
Black rocker panel moldings	Color-keyed narrow body-side moldings
Bright window frames	Black windshield/backlight moldings
Spotlight - one pillar mounted 6" halogen bulb - left hand side	Black/center Ford oval design grille
Solar tinted glass w/ceramic shade band behind rearview mirror	Low-profile dual aero headlamps w/long-life bulbs
Gas cylinder hood assists	Dual black fold away remote control power mirrors
5-passenger seating	Interval windshield wipers w/dual-jet washers
Driver/front passenger side weapon cutouts	Low liftover decklid design
Cloth rear bench seat	Lower body-side urethane protection
12.0-ounce color-keyed carpet with mats	Cloth reclining front bucket seats w/power driver lumbar, 2-way headrests
Analog gauge cluster-inc: volt, oil pressure, water temp, fuel level	Driver-side footrest under carpet
Headlamps-on reminder chimes	Tilt color-keyed steering wheel
Operative door handles	Electronic 0-140 MPH speedometer
Power decklid release	Trip odometer
Air conditioning	Power windows w/driver-side express down
Rear floor-mounted heat ducts	Power door locks
Rear window mounted antenna	Remote fuel filler door release
Defroster grille w/integral vertical ribs	Rear window defroster
	Electronic AM/FM stereo radio-inc: 4-speakers, clock
	Lockable illuminated glove box
	Instrument panel center stack cigarette lighter

(continued)

ITEM 3: (cont'd)

MAKE/MODEL: Ford Crown Victoria Police Interceptor (P71)

VEHICLE TYPE: Full Size 4-Door Sedan

EQUIPMENT INCLUDED IN NET PRICE (cont'd)

Dual ashtray-mounted cup holders	Day/night rearview mirror
12-ounce carpeting on lower front door trim panel	Front door trim panel w/armrests/map pockets
Easy-access inside door release handles	Cloth covered sun visors w/retention clips
Removable headliner	High intensity dome light, 5" map light mounted behind rearview mirror
Dome lamps courtesy switch	Luggage compartment light
Engine compartment light	Luxury full carpet luggage compartment trim
Color-keyed scuff plates for front/rear doors	
Driver & front passenger airbags	

EPA Estimated Fuel Consumption as Equipped:

City 16 mpg / Hwy 22 mpg

Discount from MSRP, for options not listed

7.4%

CONTRACTOR: WARNOCK AUTOMOTIVE, INC.
ITEM 3: d/b/a WARNOCK FORD
175 Route 10
East Hanover, NJ 07936

CONTACT: Mr. Steve Keller
PHONE #: 877-KOP-KARS, ext. 4
973-463-3066
FAX #: 973-884-2650
E-MAIL: skeller@warnock.com

FEDERAL ID #: 222658797
CONTRACT #: PC57346
REGION: USE REGION 6

DELIVERY: 225 Days A/R/O

*Add delivery charge to price. (See page 3 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

(continued)

ITEM 4:

MAKE/MODEL: Chevrolet Impala Police Vehicle (1WF19)

PRICE: \$19,280.00 plus DAS*

VEHICLE TYPE: Full Size 4-Door Sedan

NOTE:

Agencies shall be aware that the standard option 6F5 (wiring-Roof wires, 10 wire) requires either option 6B7 (Hole in Roof - drilled on centerline of roof panel) or 6J5 (Hole in Roof - drilled on passenger side of roof panel). Agencies shall specify to the contractor which Roof Hole is required when ordering vehicle.

EQUIPMENT INCLUDED IN NET PRICE

Police Package	
3.8L (231) SFI V6 3800 engine	HD engine cradle w/high strength side rails
Extended life spark plugs	Extended life coolant
HD 4-speed electronically-controlled automatic transmission w/OD	125 amp alternator
HD cooling system	690 CCA battery
Front wheel drive	3.29 axle ratio
Front/rear stabilizer bar	4-wheel independent ride & handling suspension system
P225/60HR16 SBR BSW touring tires	Full-size spare tire
16" steel wheels w/bolt-on full steel wheel covers	Pwr rack & pinion steering
Power steering cooler	Pwr 4-wheel disc brakes
4-wheel anti-lock brake system	Wiring for horn/siren circuit
Wiring - roof wires, 10 wire	Wiring for grille lights, flasher, speakers, headlamp flashers
17.0 gallon fuel tank	Charcoal body-side/rocker moldings
Stainless steel exhaust system	6" halogen left/right hand spotlights
Daytime running lights	Tinted solar-ray glass
Dual body-color remote electric mirrors	Front license plate mounting provision
Alternate Flash Trunk Lid warning	HD cloth bucket seats w/seat back storage, security panel, HD fixed rear vinyl bench seat
Variable intermittent windshield wipers	Speed Control
6-way power driver seat	Warning Lights-inc: door ajar, change oil, low fuel low coolant, low washer fluid
Tilt wheel steering	Headlamp/Taillamp flasher wiring-inc: forward/rear lamp in-line connector w/flasher/DRL control/interior flasher control
Speedometer-inc: 1MPH increments, trip odometer	Power door locks
On/Off Switch-inc: speedometer light, radio display, daytime running lights	Power trunk opener
Tire inflation monitor	Passlock anti-theft system
Driver seat-mounted side-impact airbag	Inoperative domelight
Rear door inoperative	Elect. rear window defogger
Power windows w/driver-side express-down/rear windows inoperative	ETR AM/FM stereo-inc.: seek-scan, digital clock, extended range front/rear speakers
Front auxiliary dome light	Dual covered visor/vanity mirrors w/extendors
Air conditioning	Overhead console
Rear window shelf lights	Rubber trunk mat
Integrated rear glass antenna	Manual inside-trunk release
Rear view mirror w/map lights	Driver & front passenger airbags
Auxiliary lighting w/sustained illumination	
HD Front/Rear rubber floor covering	
Trunk power outlet	
Auxiliary equipment tray - 11"	

(continued)

ITEM 4: (cont'd)

MAKE/MODEL: Chevrolet Impala Police Vehicle (1WF19)

VEHICLE TYPE: Full Size 4-Door Sedan

EPA Estimated Fuel Consumption as Equipped:

City 20 mpg / Hwy 30 mpg

Discount from MSRP, for options not listed

8%

CONTRACTOR: WARNOCK MOTOR SALES, INC.
ITEM 4: d/b/a WARNOCK CHEVROLET
175 Route 10
East Hanover, NJ 07936

CONTACT: Mr. Steve Keller
PHONE #: 877-KOP-KARS, ext. 4
973-463-3066
FAX #: 973-884-2650
E-MAIL: skeller@warnock.com

FEDERAL ID #: 222971570
CONTRACT #: PC57347
REGION: USE REGION 6

DELIVERY: 225 Days A/R/O

*Add delivery charge to price. (See page 3 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

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. 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 No., description of product, 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.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, they 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.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

(continued)

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS: (Cont'd)

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us) under "Non-State Agency Legal References." Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

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

DELIVERY:

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

Product is required as soon as possible.

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

WARRANTIES:

See "Warranties" and "Year 2000 Warranty" in Appendix B, OGS General Specifications.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from this contract. Within fifteen (15) days after the manufacturer's final build-out date, the contractor will submit this information to this office. The reports shall be in the following format:

<u>Item/ SubItem Number</u>	<u>Product Description</u> (Size, Stock No., etc.)	<u>Total Quantity Shipped</u> (To be in Units listed in the Invitation for Bids)	<u>Total \$ Value</u>
-------------------------------------	---	--	---------------------------

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 commodity group number, the Invitation for Bids number, contract number, sales period, and contractor's name.

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 commodities or services, the Commissioner reserves the right to obtain such commodities 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 commodities or services procured from other sources pursuant to this paragraph.

(continued)

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.

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:

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.

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.

MANUFACTURER COMMITMENT:

Upon request, the contractor shall submit an executed commitment letter from the manufacturer establishing, for the record, the terms and conditions of the vendor's supply of the vehicles including a statement from the identified manufacturer verifying that vendor will be supplied with vehicles as bid. Failure to furnish such commitment letter may constitute, in the Commissioner's discretion, full and adequate grounds for cancellation of the award.

LIQUIDATED DAMAGES:

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

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

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

(continued)

ORDERING INFORMATION:

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

Agencies may add or delete equipment to obtain a vehicle that will best suit their needs.

CONDITION ON DELIVERY:

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

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

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

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

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

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.

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.

NOTE:

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.

Example:

All standard equipment provided by the manufacturer as standard on the Impala Police Vehicle must be included. If the Police Vehicle comes with speed control, then it must be included. Speed control can not be deleted because it is not required by the specifications.

(continued)

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.

EQUIPMENT SCOPE:

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

DISCOUNT ON OPTIONS:

It is expected that contract users will purchase options for these vehicles. Option pricing will be used for evaluation and all awards will be based on a combination of base price and option pricing. (See Method of Award).

A discount from the Manufacturer's Suggested Retail Price (MSRP), of a minimum of 5% **MUST** be given for all options sold under this contract. Offers of less than 5% discount **WILL** be rejected. Upon request, vendors are required to give the contract users a copy of the Manufacturer's Suggested Retail Price for options not specified in the contract.

PLEASE NOTE:

The "Manufacturer's Suggested Retail Price" includes, but is not limited to, the vehicle manufacturer.

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.

DMV INSPECTION (Items 3 & 4):

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

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.

(continued)

EXTENSION OF PRICES COMMITMENT:

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

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

SCOPE:

This award as further described herein covers new commercially produced Police Pursuit Vehicles to be used by Law Enforcement agencies only.

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.

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.

The contractor shall be required to furnish at no cost, 11 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 New York State Police) (1 copy to the New York State Police – Thruway).

It is the purpose of these specifications to describe a vehicle to be used in Law Enforcement Work. The vehicle will be operated for long periods of time at normal traffic speeds, with frequent periods of idling. However, the vehicle must also be capable of fast acceleration and high speed performance. For this reason the vehicle must have an outstanding cooling system, braking system, and handling characteristics.

The manufacturer in the selection and engineering of components will use materials and design practices that will produce the best vehicle for the type operation to which the vehicle is to be subject. Component parts and design shall be of the quality that will give maximum performance, durability and safety, and not merely meet minimum requirements of this specification.

The vehicles shall in all respects meet or exceed all requirements of the Federal Government and the State for the model year bid. The vehicle shall include all standard equipment normally sold and marketed to the retail public, unless specifically deleted.

NOTE:

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.

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

(continued)

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: [00643-G](#)

DATE: February 10, 2003

GROUP: 40410
Police Vehicles - Pursuit
(2003 Model Year)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Donald L. Simpson
Purchasing Officer I
(518) 474-2802
donald.simpson@ogs.state.ny.us

CONTRACT PERIOD: See "CONTRACT PERIOD"
clause

OTHER AUTHORIZED USERS

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

**CONTRACTOR(S)/
CONTRACT NO(S):** See Below

SUBJECT: Vehicle Build-Out Dates

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

General Motors Corporation has announced the following vehicle build-out dates. All orders must be received by the factory by these dates, therefore the contractors listed below **must receive all orders five (5) days before** the build-out dates to allow processing time.

AWARD #00643-G (Police Vehicles - Pursuit)

<u>ITEM</u>	<u>CONTRACTOR</u>	<u>CONTRACT NO.</u>	<u>VEHICLE</u>	<u>BUILD-OUT DATE</u>
4	Warnock Chevrolet	PC57347	Chevrolet Impala Police	April 8, 2003

Orders received after this date will be filled on a "will try" basis.

All other terms and conditions remain the same.

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [00643-G](#)

DATE: February 7, 2003

GROUP: 40410
Police Vehicles - Pursuit
(2003 Model Year)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Donald L. Simpson
Purchasing Officer I
(518) 474-2802
donald.simpson@ogs.state.ny.us

CONTRACT PERIOD: See "CONTRACT PERIOD"
clause

OTHER AUTHORIZED USERS

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

**CONTRACTOR(S)/
CONTRACT NO(S):** See Below

SUBJECT: Vehicle Build-Out Dates

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

Ford Motor Company has announced the following vehicle build-out dates. All orders must be received by the factory by these dates, therefore the contractors listed below **must receive all orders five (5) days before** the build-out dates to allow processing time.

AWARD #00643-G (Police Vehicles - Pursuit)

<u>ITEM</u>	<u>CONTRACTOR</u>	<u>CONTRACT NO.</u>	<u>VEHICLE</u>	<u>BUILD-OUT DATE</u>
1	Warnock Ford	PC57346	Ford Crown Victoria	May 1, 2003
2	Warnock Ford	PC57346	Ford Crown Victoria	May 1, 2003
3	Warnock Ford	PC57346	Ford Crown Victoria	May 1, 2003

Orders received after this date will be filled on a "**will try**" basis.

All other terms and conditions remain the same.

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

PURCHASING MEMORANDUM

"URGENT"

AWARD NUMBER: [00643-G](#)

DATE: January 6, 2003

GROUP: 40410 – POLICE VEHICLES (PURSUIT)
(2003 Model Year)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Donald L. Simpson
Purchasing Officer I
(518) 474-2802
donald.simpson@ogs.state.ny.us

CONTRACT PERIOD: See "CONTRACT PERIOD"
clause

OTHER AUTHORIZED USERS

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

CONTRACTOR(S)/
CONTRACT NO.(S): PC57346 – Warnock Automotive

SUBJECT: "FORD CROWN VICTORIA SAFETY CONCERN & PROCEDURE"

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

There has been concern with the Gasoline Fuel Tank on all Ford Crown Victoria Police Pursuit Vehicles (P71) when involved in a rear-end collision. This office is advising all customers as a safety precaution to have the recommended Gasoline Tank Modification (Fuel Tank Shield) preformed at a Ford dealer as soon as possible. Ford Motor Company will cover all costs associated with this modification.

Outlined below is the information and procedure that all contract users should follow:

VEHICLE: Ford Crown Victoria Police Pursuit Vehicles (P71)

MODEL YEAR: 2003 or Earlier: (Note: As of this date, all vehicles ordered from the manufacturer will be delivered with the shield installed)

PROCEDURE: All users must register with Ford Motor Company, which will assign a registration number. Once you receive this number, make an appointment with your local Ford Dealer and have the modification preformed. ,

TO REGISTER: (By Phone) Call: 1-800-34-FLEET (prompt will be Service) or 1-800-490-4288
Website: www.cvpi.com

All other terms and conditions of this award remain the same.

Please attach to the Contract Award Notification.

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: 00643-G

DATE: July 15, 2002

GROUP: 40410 -

POLICE VEHICLES - PURSUIT
(2001 Model Year) (Statewide)
PR # 00643-T

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

Donald L. Simpson
Purchasing Officer I
(518) 474-2802
donald.simpson@ogs.state.ny.us

OTHER AUTHORIZED USERS

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

CONTRACTOR(S)/

**CONTRACT NO.(S): PC57346 - Warnock Ford
PC57347 - Warnock Chevrolet**

SUBJECT: Contract Renewal

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

The above contracts for **Police Vehicles - Pursuit** have been renewed through the 2003 model year. The 2003 model year vehicles will be at the same price as the 2001 model year vehicles listed in the award.

The renewals for these contracts are as follows:

PC57346 - Warnock Ford (Ford Crown Victoria Police Interceptor P71) This contract will be for 2003 model year vehicles and shall terminate upon the manufacturer's production build-out date or depletion of all stocks, whichever occurs last.

PC57347 - Warnock Chevrolet (Chevrolet Impala Police Vehicle 1WF19) This contract will be for 2003 model year vehicles and shall terminate upon the manufacturer's production build-out date or depletion of all stocks, whichever occurs last.

All other terms and conditions remain the same.

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

REVISED CONTRACT AWARD NOTIFICATION

Title	:	Group 40410 - POLICE VEHICLES - PURSUIT (2003 Model Year) (Statewide)
Award Number	:	<u>00643-G</u> (Replaces 3644-G & 4386-G)
Contract Period	:	See (Contract Period) Clause
Bid Opening Date	:	November 16, 2000
Date of Issue	:	January 8, 2001 REVISED July 15, 2002
Specification Reference:		As Incorporated in the Invitation for Bids

Address Inquiries To:

All State Agencies	Non-State Agencies
Name : Donald L. Simpson	Name Judy Gibbons
Title : Purchasing Officer I	Title Purchase Coordinator
Phone : 518-474-2802	Phone 518-474-6717
Fax : 518-474-8676	Fax 518-474-2437
E-mail : donald.simpson@ogs.state.ny.us	E-mail customer.services@ogs.state.ny.us

Description

It is the purpose of this award to describe Police Pursuit Vehicles (Ford Crown Victoria and Chevrolet Impala) to be purchased by Law Enforcement agencies only.

PR #00643-G

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC57346	WARNOCK AUTOMOTIVE, INC. d/b/a WARNOCK FORD 175 Route 10 E. Hanover, NJ 07936	877-KOP-KARS, ext. 4 973-463-3066 Mr. Steve Keller Fax: 973-884-2650 E-Mail: skeller@warnock.com	222658797
PC57347	WARNOCK MOTOR SALES, INC. d/b/a WARNOCK CHEVROLET 175 Route 10 E. Hanover, NJ 07936	877-KOP-KARS, ext. 4 973-463-3066 Mr. Steve Keller Fax: 973-884-2650 E-Mail: skeller@warnock.com	222971570

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

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET THE DELIVERY TERMS OF THIS CONTRACT. PRODUCT WHICH DOES NOT COMPLY WITH THE SPECIFICATIONS OR IS OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

NOTE TO AGENCY:

The letters SB listed under the Contract Number indicate the contractor is a small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise, respectively.

NOTE TO ALL CONTRACT USERS:

The terms and conditions of the solicitation which apply to the award appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

PRICE & DELIVERY:

ITEMS 1 & 2 - New York State Police (Statewide and Thruway Authority).

Prices shall be net and shall include all transportation costs.

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

ITEMS 3 & 4:

Price will include all customs duties and charges and be net, F.O.B. including all vehicle preparation and clean-up charges, New York State motor vehicle inspection and all other incidentals normally included with delivery of a vehicle including the manufacturer's fees such as destination charges, etc. All prices must be firm for the entire contract period.

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

The DAS will be used as follows. If the contractor point of business is in Albany (Region 3), and the desired delivery point is in White Plains (Region 5), the delivery charge will be \$75. This charge should be added to the invoice. Each contractor will only be concerned with their particular region (i.e. if the contractor point of business is in Region 1, the only row that will be utilized is the first one).

(continued)

GENERAL INFORMATION (Cont'd)

PRICE & DELIVERY: (Cont'd)

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

Delivery to Region							
Region	1	2	3	4	5	6	
Location of Vendor	1	\$50	\$75	\$130	\$150	\$175	\$235
	2	\$75	\$50	\$75	\$75	\$100	\$175
	3	\$130	\$75	\$50	\$75	\$75	\$175
	4	\$150	\$75	\$75	\$50	\$150	\$225
	5	\$175	\$100	\$75	\$150	\$50	\$90
	6	\$235	\$175	\$175	\$225	\$90	\$50

<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>	<u>Region 5</u>	<u>Region 6</u>
Allegany	Broome	Albany	Clinton	Dutchess	Bronx
Cattaraugus	Cayuga	Columbia	Essex	Orange	Kings
Chautauqua	Chenango	Fulton	Franklin	Putnam	Nassau
Chemung	Cortland	Greene	St. Lawrence	Rockland	New York
Erie	Delaware	Hamilton		Sullivan	Queens
Genesee	Herkimer	Montgomery		Ulster	Richmond
Livingston	Jefferson	Rensselaer		Westchester	Suffolk
Monroe	Lewis	Saratoga			
Niagara	Madison	Schenectady			
Ontario	Oneida	Schoharie			
Orleans	Onondaga	Warren			
Schuyler	Oswego	Washington			
Seneca	Otsego				
Steuben	Tioga				
Wayne	Tompkins				
Wyoming					
Yates					

(continued)

ITEM 1 - POLICE PURSUIT VEHICLE - FULL SIZE
(MARKED)

NEW YORK STATE POLICE ONLY

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

Unit Price

\$22,128.00

Make and Model of Vehicle: 2001 Crown Victoria Police Interceptor (P71)

Delivery: 135 Days A/R/O

ITEM 2 - POLICE PURSUIT VEHICLE - FULL SIZE
(UNMARKED)

NEW YORK STATE POLICE ONLY

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

\$21,260.00

Make and Model of Vehicle: 2001 Crown Victoria Police Interceptor (P71)

Delivery: 135 Days A/R/O

CONTRACTOR, ITEMS 1 & 2: WARNOCK AUTOMOTIVE INC. d/b/a WARNOCK FORD

NEW YORK STATE POLICE (STATEWIDE)
DELIVERY POINTS

Item 1 & 2

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 H, Albany, NY

Troop K, Millbrook, NY

Troop L, E. Farmingdale, NY

NEW YORK STATE THRUWAY (ITEMS 1 & 2) AUTHORITY
DELIVERY POINT

Selkirk, NY

(continued)

ITEM 3:

MAKE/MODEL: Ford Crown Victoria Police Interceptor (P71)

PRICE: \$21,364.00 plus DAS*

VEHICLE TYPE: Full Size 4-Door Sedan

EQUIPMENT INCLUDED IN NET PRICE

4.6L SEFI OHC 225hp V8 engine	Unique calibration w/increased idle speed
4-speed automatic transmission w/OD	Brake-shift interlock
3.27 rear axle ratio	Aluminum driveshaft
Rear wheel drive	Distributorless electronic ignition system
HD-78-amp/hr 750 CCA maintenance-free battery w/ battery saver	HD 135-amp alternator (82-amps at idle)
Electronic voltage regulator	Fail-safe cooling system
Police accessory feed wires-inc: 1-ignition, 1-direct	Easy access labeled fuse panel
Lower radiator air dam	Courtesy lamp wiring
Transmission oil cooler	Engine Oil cooler
Coolant recovery system	Pwr steering oil cooler
HD body-frame construction	Dual-speed electrodrive fan
Watt's linkage rear suspension	Short/long arm front suspension
Low friction greaseable upper ball joints	HD suspension-inc: HD front/rear springs, nitrogen pressurized shock absorbers, front/rear stabilizer bar
P225/60VR16 all-season SBR BSW Goodyear tires	Conventional spare tire & wheel
HD16" x 7" steel wheel rims	Hub caps
Power steering	HD steering gear
Pwr 4-wheel disc brakes	Single stroke parking brake
Automatic parking brake release w/manual emergency override	19.0 gallon fuel tank w/tethered fuel cap
Scissors jack	Dual stainless steel exhaust system
Single key locking system	Primary plastic-head ignition key
Concealed body-color bumpers w/one-piece full wrap cover	Clearcoat paint w/anti-chip primer
Black rocker panel moldings	Color-keyed narrow body-side moldings
Bright window frames	Black windshield/backlight moldings
Spotlight - one pillar mounted 6" halogen bulb - left hand side	Black/center Ford oval design grille
Solar tinted glass w/ceramic shade band behind rearview mirror	Low-profile dual aero headlamps w/long-life bulbs
Gas cylinder hood assists	Dual black fold away remote control power mirrors
5-passenger seating	Interval windshield wipers w/dual-jet washers
Driver/front passenger side weapon cutouts	Low liftover decklid design
Cloth rear bench seat	Lower body-side urethane protection
12.0-ounce color-keyed carpet with mats	Cloth reclining front bucket seats w/power driver lumbar, 2-way headrests
Analog gauge cluster-inc: volt, oil pressure, water temp, fuel level	Driver-side footrest under carpet
Headlamps-on reminder chimes	Tilt color-keyed steering wheel
Operative door handles	Electronic 0-140 MPH speedometer
Power decklid release	Trip odometer
Air conditioning	Power windows w/driver-side express down
Rear floor-mounted heat ducts	Power door locks
Rear window mounted antenna	Remote fuel filler door release
Defroster grille w/integral vertical ribs	Rear window defroster
	Electronic AM/FM stereo radio-inc: 4-speakers, clock
	Lockable illuminated glove box
	Instrument panel center stack cigarette lighter

(continued)

ITEM 3: (cont'd)

MAKE/MODEL: Ford Crown Victoria Police Interceptor (P71)

VEHICLE TYPE: Full Size 4-Door Sedan

EQUIPMENT INCLUDED IN NET PRICE (cont'd)

Dual ashtray-mounted cup holders	Day/night rearview mirror
12-ounce carpeting on lower front door trim panel	Front door trim panel w/armrests/map pockets
Easy-access inside door release handles	Cloth covered sun visors w/retention clips
Removable headliner	High intensity dome light, 5" map light mounted behind rearview mirror
Dome lamps courtesy switch	Luggage compartment light
Engine compartment light	Luxury full carpet luggage compartment trim
Color-keyed scuff plates for front/rear doors	
Driver & front passenger airbags	

EPA Estimated Fuel Consumption as Equipped:

City 16 mpg / Hwy 22 mpg

Discount from MSRP, for options not listed

7.4%

CONTRACTOR: WARNOCK AUTOMOTIVE, INC.
ITEM 3: d/b/a WARNOCK FORD
175 Route 10
East Hanover, NJ 07936

CONTACT: Mr. Steve Keller
PHONE #: 877-KOP-KARS, ext. 4
973-463-3066
FAX #: 973-884-2650
E-MAIL: skeller@warnock.com

FEDERAL ID #: 222658797
CONTRACT #: PC57346
REGION: USE REGION 6

DELIVERY: 225 Days A/R/O

*Add delivery charge to price. (See page 3 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

(continued)

ITEM 4:

MAKE/MODEL: Chevrolet Impala Police Vehicle (1WF19)

PRICE: \$19,780.00 plus DAS*

VEHICLE TYPE: Full Size 4-Door Sedan

NOTE:

Agencies shall be aware that the standard option 6F5 (wiring-Roof wires, 10 wire) requires either option 6B7 (Hole in Roof - drilled on centerline of roof panel) or 6J5 (Hole in Roof - drilled on passenger side of roof panel). Agencies shall specify to the contractor which Roof Hole is required when ordering vehicle.

EQUIPMENT INCLUDED IN NET PRICE

Police Package	
3.8L (231) SFI V6 3800 engine	HD engine cradle w/high strength side rails
Extended life spark plugs	Extended life coolant
HD 4-speed electronically-controlled automatic transmission w/OD	125 amp alternator
HD cooling system	690 CCA battery
Front wheel drive	3.29 axle ratio
Front/rear stabilizer bar	4-wheel independent ride & handling suspension system
P225/60HR16 SBR BSW touring tires	Full-size spare tire
16" steel wheels w/bolt-on full steel wheel covers	Pwr rack & pinion steering
Power steering cooler	Pwr 4-wheel disc brakes
4-wheel anti-lock brake system	Wiring for horn/siren circuit
Wiring - roof wires, 10 wire	Wiring for grille lights, flasher, speakers, headlamp flashers
17.0 gallon fuel tank	Charcoal body-side/rocker moldings
Stainless steel exhaust system	6" halogen left/right hand spotlights
Daytime running lights	Tinted solar-ray glass
Dual body-color remote electric mirrors	Front license plate mounting provision
Alternate Flash Trunk Lid warning	HD cloth bucket seats w/seat back storage, security panel, HD fixed rear vinyl bench seat
Variable intermittent windshield wipers	Speed Control
6-way power driver seat	Warning Lights-inc: door ajar, change oil, low fuel low coolant, low washer fluid
Tilt wheel steering	Headlamp/Taillamp flasher wiring-inc: forward/rear lamp in-line connector w/flasher/DRL control/interior flasher control
Speedometer-inc: 1MPH increments, trip odometer	Power door locks
On/Off Switch-inc: speedometer light, radio display, daytime running lights	Power trunk opener
Tire inflation monitor	Passlock anti-theft system
Driver seat-mounted side-impact airbag	Inoperative domelight
Rear door inoperative	Elect. rear window defogger
Power windows w/driver-side express-down/rear windows inoperative	ETR AM/FM stereo-inc.: seek-scan, digital clock, extended range front/rear speakers
Front auxiliary dome light	Dual covered visor/vanity mirrors w/extendors
Air conditioning	Overhead console
Rear window shelf lights	Rubber trunk mat
Integrated rear glass antenna	Manual inside-trunk release
Rear view mirror w/map lights	Driver & front passenger airbags
Auxiliary lighting w/sustained illumination	
HD Front/Rear rubber floor covering	
Trunk power outlet	
Auxiliary equipment tray - 11"	

(continued)

ITEM 4: (cont'd)

MAKE/MODEL: Chevrolet Impala Police Vehicle (1WF19)

VEHICLE TYPE: Full Size 4-Door Sedan

EPA Estimated Fuel Consumption as Equipped:

City 20 mpg / Hwy 30 mpg

Discount from MSRP, for options not listed

8%

CONTRACTOR: WARNOCK MOTOR SALES, INC.
ITEM 4: d/b/a WARNOCK CHEVROLET
175 Route 10
East Hanover, NJ 07936

CONTACT: Mr. Steve Keller
PHONE #: 877-KOP-KARS, ext. 4
973-463-3066
FAX #: 973-884-2650
E-MAIL: skeller@warnock.com

FEDERAL ID #: 222971570
CONTRACT #: PC57347
REGION: USE REGION 6

DELIVERY: 225 Days A/R/O

*Add delivery charge to price. (See page 3 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

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. 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 No., description of product, 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.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, they 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.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

(continued)

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS: (Cont'd)

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us) under "Non-State Agency Legal References." Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

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

DELIVERY:

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

Product is required as soon as possible.

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

WARRANTIES:

See "Warranties" and "Year 2000 Warranty" in Appendix B, OGS General Specifications.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from this contract. Within fifteen (15) days after the manufacturer's final build-out date, the contractor will submit this information to this office. The reports shall be in the following format:

<u>Item/ SubItem Number</u>	<u>Product Description</u>	<u>Total Quantity Shipped</u>	<u>Total \$ Value</u>
	(Size, Stock No., etc.)	(To be in Units listed in the Invitation for Bids)	

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 commodity group number, the Invitation for Bids number, contract number, sales period, and contractor's name.

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 commodities or services, the Commissioner reserves the right to obtain such commodities 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 commodities or services procured from other sources pursuant to this paragraph.

(continued)

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.

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:

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.

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.

MANUFACTURER COMMITMENT:

Upon request, the contractor shall submit an executed commitment letter from the manufacturer establishing, for the record, the terms and conditions of the vendor's supply of the vehicles including a statement from the identified manufacturer verifying that vendor will be supplied with vehicles as bid. Failure to furnish such commitment letter may constitute, in the Commissioner's discretion, full and adequate grounds for cancellation of the award.

LIQUIDATED DAMAGES:

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

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

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

(continued)

ORDERING INFORMATION:

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

Agencies may add or delete equipment to obtain a vehicle that will best suit their needs.

CONDITION ON DELIVERY:

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

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

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

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

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

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.

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.

NOTE:

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.

Example:

All standard equipment provided by the manufacturer as standard on the Impala Police Vehicle must be included. If the Police Vehicle comes with speed control, then it must be included. Speed control can not be deleted because it is not required by the specifications.

(continued)

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.

EQUIPMENT SCOPE:

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

DISCOUNT ON OPTIONS:

It is expected that contract users will purchase options for these vehicles. Option pricing will be used for evaluation and all awards will be based on a combination of base price and option pricing. (See Method of Award).

A discount from the Manufacturer's Suggested Retail Price (MSRP), of a minimum of 5% **MUST** be given for all options sold under this contract. Offers of less than 5% discount **WILL** be rejected. Upon request, vendors are required to give the contract users a copy of the Manufacturer's Suggested Retail Price for options not specified in the contract.

PLEASE NOTE:

The "Manufacturer's Suggested Retail Price" includes, but is not limited to, the vehicle manufacturer.

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.

DMV INSPECTION (Items 3 & 4):

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

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.

(continued)

EXTENSION OF PRICES COMMITMENT:

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

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

SCOPE:

This award as further described herein covers new commercially produced Police Pursuit Vehicles to be used by Law Enforcement agencies only.

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.

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.

The contractor shall be required to furnish at no cost, 11 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 New York State Police) (1 copy to the New York State Police – Thruway).

It is the purpose of these specifications to describe a vehicle to be used in Law Enforcement Work. The vehicle will be operated for long periods of time at normal traffic speeds, with frequent periods of idling. However, the vehicle must also be capable of fast acceleration and high speed performance. For this reason the vehicle must have an outstanding cooling system, braking system, and handling characteristics.

The manufacturer in the selection and engineering of components will use materials and design practices that will produce the best vehicle for the type operation to which the vehicle is to be subject. Component parts and design shall be of the quality that will give maximum performance, durability and safety, and not merely meet minimum requirements of this specification.

The vehicles shall in all respects meet or exceed all requirements of the Federal Government and the State for the model year bid. The vehicle shall include all standard equipment normally sold and marketed to the retail public, unless specifically deleted.

NOTE:

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.

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

(continued)

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

NUMBER: Award 00643-G

DATE: September 13, 2001

SUBJECT: Group 40410 -
POLICE VEHICLES - PURSUIT
(2001 Model Year) (Statewide)
PR # 00643-T

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Donald L. Simpson
Purchasing Officer I
518/474-2802
donald.simpson@ogs.state.ny.us

BID OPENING: November 16, 2000

NON-STATE AGENCIES

Judy Gibbons
518/474-6717
customer.services@ogs.state.ny.us

CONTRACT NO.: PC57346 - Warnock Ford
PC57347 - Warnock Chevrolet

TO ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS:

The above contracts for **Police Vehicles - Pursuit** have been extended through the 2002 model year. The 2002 model year vehicles will be at the same price as the 2001 model year vehicles listed in the award.

The extensions for these contracts are as follows:

PC57346 - Warnock Ford (Ford Crown Victoria Police Interceptor P71) This contract will be for 2002 model year vehicles until January 25, 2002, then on January 28, 2002 the 2002 models will be replaced with 2003 model year vehicles until June 30, 2002 or depletion of all stock, whichever occurs last.

PC57347 - Warnock Chevrolet (Chevrolet Impala Police Vehicle 1WF19) This contract will be for 2002 model year vehicles and shall terminate upon the manufacturer's production build-out date or depletion of all stocks, whichever occurs last.

All other terms and conditions remain the same.

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

CONTRACT AWARD NOTIFICATION

Title	:	Group 40410 - POLICE VEHICLES - PURSUIT (2001 Model Year) (Statewide)
Award Number	:	00643-G (Replaces 3644-G & 4386-G)
Contract Period	:	See (Contract Period) Clause
Bid Opening Date	:	November 16, 2000
Date of Issue	:	January 8, 2001
Specification Reference:		As Incorporated in the Invitation for Bids

Address Inquiries To:

All State Agencies	Non-State Agencies
Name : Donald L. Simpson Title : Purchasing Officer I Phone : 518-474-2802 Fax : 518-474-8676 E-mail : donald.simpson@ogs.state.ny.us	Name : Judy Gibbons Title : Purchase Coordinator Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

Description

It is the purpose of this award to describe Police Pursuit Vehicles (Ford Crown Victoria and Chevrolet Impala) to be purchased by Law Enforcement agencies only.

PR #00643-G

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC57346	WARNOCK AUTOMOTIVE, INC. d/b/a WARNOCK FORD 175 Route 10 E. Hanover, NJ 07936	877-KOP-KARS, ext. 4 973-463-3066 Mr. Steve Keller Fax: 973-884-2650 E-Mail: skeller@warnock.com	222658797
PC57347	WARNOCK MOTOR SALES, INC. d/b/a WARNOCK CHEVROLET 175 Route 10 E. Hanover, NJ 07936	877-KOP-KARS, ext. 4 973-463-3066 Mr. Steve Keller Fax: 973-884-2650 E-Mail: skeller@warnock.com	222971570

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

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET THE DELIVERY TERMS OF THIS CONTRACT. PRODUCT WHICH DOES NOT COMPLY WITH THE SPECIFICATIONS OR IS OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

NOTE TO AGENCY:

The letters **SB** listed under the Contract Number indicate the contractor is a small business. Additionally, the letters **MBE** and **WBE** indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise, respectively.

NOTE TO ALL CONTRACT USERS:

The terms and conditions of the solicitation which apply to the award appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

PRICE & DELIVERY:

ITEMS 1 & 2 - New York State Police (Statewide and Thruway Authority).

Prices shall be net and shall include all transportation costs.

Vehicles shall be drop shipped directly from the factory to each Sate Police location. New vehicle servicing will be performed by State Police maintenance personnel. State Police to be reimbursed for new vehicle servicing.

ITEMS 3 & 4:

Price will include all customs duties and charges and be net, F.O.B. including all vehicle preparation and clean-up charges, New York State motor vehicle inspection and all other incidentals normally included with delivery of a vehicle including the manufacturer's fees such as destination charges, etc. All prices must be firm for the entire contract period.

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

The DAS will be used as follows. If the contractor point of business is in Albany (Region 3), and the desired delivery point is in White Plains (Region 5), the delivery charge will be \$75. This charge should be added to the invoice. Each contractor will only be concerned with their particular region (i.e. if the contractor point of business is in Region 1, the only row that will be utilized is the first one).

GENERAL INFORMATION (Cont'd)

PRICE & DELIVERY: (Cont'd)

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

Delivery to Region							
Region	1	2	3	4	5	6	
Location of Vendor	1	\$50	\$75	\$130	\$150	\$175	\$235
	2	\$75	\$50	\$75	\$75	\$100	\$175
	3	\$130	\$75	\$50	\$75	\$75	\$175
	4	\$150	\$75	\$75	\$50	\$150	\$225
	5	\$175	\$100	\$75	\$150	\$50	\$90
	6	\$235	\$175	\$175	\$225	\$90	\$50

Region 1

Allegany
 Cattaraugus
 Chautauqua
 Chemung
 Erie
 Genesee
 Livingston
 Monroe
 Niagara
 Ontario
 Orleans
 Schuyler
 Seneca
 Steuben
 Wayne
 Wyoming
 Yates

Region 2

Broome
 Cayuga
 Chenango
 Cortland
 Delaware
 Herkimer
 Jefferson
 Lewis
 Madison
 Oneida
 Onondaga
 Oswego
 Otsego
 Tioga
 Tompkins

Region 3

Albany
 Columbia
 Fulton
 Greene
 Hamilton
 Montgomery
 Rensselaer
 Saratoga
 Schenectady
 Schoharie
 Warren
 Washington

Region 4

Clinton
 Essex
 Franklin
 St. Lawrence

Region 5

Dutchess
 Orange
 Putnam
 Rockland
 Sullivan
 Ulster
 Westchester

Region 6

Bronx
 Kings
 Nassau
 New York
 Queens
 Richmond
 Suffolk

ITEM 1 - POLICE PURSUIT VEHICLE - FULL SIZE
(MARKED)

NEW YORK STATE POLICE ONLY

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

Unit Price

\$22,128.00

Make and Model of Vehicle: 2001 Crown Victoria Police Interceptor (P71)

Delivery: 135 Days A/R/O

ITEM 2 - POLICE PURSUIT VEHICLE - FULL SIZE
(UNMARKED)

NEW YORK STATE POLICE ONLY

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

\$21,260.00

Make and Model of Vehicle: 2001 Crown Victoria Police Interceptor (P71)

Delivery: 135 Days A/R/O

CONTRACTOR, ITEMS 1 & 2: WARNOCK AUTOMOTIVE INC. d/b/a WARNOCK FORD

NEW YORK STATE POLICE (STATEWIDE)

DELIVERY POINTS

Item 1 & 2

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 H, Albany, NY

Troop K, Millbrook, NY

Troop L, E. Farmingdale, NY

NEW YORK STATE THRUWAY (ITEMS 1 & 2) AUTHORITY

DELIVERY POINT

Selkirk, NY

ITEM 3:

MAKE/MODEL: Ford Crown Victoria Police Interceptor (P71)

PRICE: \$21,364.00 plus DAS*

VEHICLE TYPE: Full Size 4-Door Sedan

EQUIPMENT INCLUDED IN NET PRICE

4.6L SEFI OHC 225hp V8 engine	Unique calibration w/increased idle speed
4-speed automatic transmission w/OD	Brake-shift interlock
3.27 rear axle ratio	Aluminum driveshaft
Rear wheel drive	Distributorless electronic ignition system
HD-78-amp/hr 750 CCA maintenance-free battery w/ battery saver	HD 135-amp alternator (82-amps at idle)
Electronic voltage regulator	Fail-safe cooling system
Police accessory feed wires-inc: 1-ignition, 1-direct	Easy access labeled fuse panel
Lower radiator air dam	Courtesy lamp wiring
Transmission oil cooler	Engine Oil cooler
Coolant recovery system	Pwr steering oil cooler
HD body-frame construction	Dual-speed electrodrive fan
Watt's linkage rear suspension	Short/long arm front suspension
Low friction greaseable upper ball joints	HD suspension-inc: HD front/rear springs, nitrogen pressurized shock absorbers, front/rear stabilizer bar
P225/60VR16 all-season SBR BSW Goodyear tires	Conventional spare tire & wheel
HD16" x 7" steel wheel rims	Hub caps
Power steering	HD steering gear
Pwr 4-wheel disc brakes	Single stroke parking brake
Automatic parking brake release w/manual emergency override	19.0 gallon fuel tank w/tethered fuel cap
Scissors jack	Dual stainless steel exhaust system
Single key locking system	Primary plastic-head ignition key
Concealed body-color bumpers w/one-piece full wrap cover	Clearcoat paint w/anti-chip primer
Black rocker panel moldings	Color-keyed narrow body-side moldings
Bright window frames	Black windshield/backlight moldings
Spotlight - one pillar mounted 6" halogen bulb - left hand side	Black/center Ford oval design grille
Solar tinted glass w/ceramic shade band behind rearview mirror	Low-profile dual aero headlamps w/long-life bulbs
Gas cylinder hood assists	Dual black fold away remote control power mirrors
5-passenger seating	Interval windshield wipers w/dual-jet washers
Driver/front passenger side weapon cutouts	Low liftover decklid design
Cloth rear bench seat	Lower body-side urethane protection
12.0-ounce color-keyed carpet with mats	Cloth reclining front bucket seats w/power driver lumbar, 2-way headrests
Analog gauge cluster-inc: volt, oil pressure, water temp, fuel level	Driver-side footrest under carpet
Headlamps-on reminder chimes	Tilt color-keyed steering wheel
Operative door handles	Electronic 0-140 MPH speedometer
Power decklid release	Trip odometer
Air conditioning	Power windows w/driver-side express down
Rear floor-mounted heat ducts	Power door locks
Rear window mounted antenna	Remote fuel filler door release
Defroster grille w/integral vertical ribs	Rear window defroster
	Electronic AM/FM stereo radio-inc: 4-speakers, clock
	Lockable illuminated glove box
	Instrument panel center stack cigarette lighter

ITEM 3: (cont'd)

MAKE/MODEL: Ford Crown Victoria Police Interceptor (P71)

VEHICLE TYPE: Full Size 4-Door Sedan

EQUIPMENT INCLUDED IN NET PRICE (cont'd)

Dual ashtray-mounted cup holders
12-ounce carpeting on lower front door trim panel
Easy-access inside door release handles
Removable headliner
Dome lamps courtesy switch
Engine compartment light
Color-keyed scuff plates for front/rear doors
Driver & front passenger airbags

Day/night rearview mirror
Front door trim panel w/armrests/map pockets
Cloth covered sun visors w/retention clips
High intensity dome light, 5" map light mounted
behind rearview mirror
Luggage compartment light
Luxury full carpet luggage compartment trim

EPA Estimated Fuel Consumption as Equipped:

City 16 mpg / Hwy 22 mpg

Discount from MSRP, for options not listed

7.4%

CONTRACTOR: WARNOCK AUTOMOTIVE, INC.
ITEM 3: d/b/a WARNOCK FORD
175 Route 10
East Hanover, NJ 07936

CONTACT: Mr. Steve Keller
PHONE #: 877-KOP-KARS, ext. 4
973-463-3066
FAX #: 973-884-2650
E-MAIL: skeller@warnock.com

FEDERAL ID #: 222658797
CONTRACT #: PC57346
REGION: USE REGION 6

DELIVERY: 225 Days A/R/O

*Add delivery charge to price. (See page 3 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

ITEM 4:

MAKE/MODEL: Chevrolet Impala Police Vehicle (1WF19)

PRICE: \$19,780.00 plus DAS*

VEHICLE TYPE: Full Size 4-Door Sedan

NOTE:

Agencies shall be aware that the standard option 6F5 (wiring-Roof wires, 10 wire) requires either option 6B7 (Hole in Roof - drilled on centerline of roof panel) or 6J5 (Hole in Roof - drilled on passenger side of roof panel). Agencies shall specify to the contractor which Roof Hole is required when ordering vehicle.

EQUIPMENT INCLUDED IN NET PRICE

Police Package

3.8L (231) SFI V6 3800 engine

Extended life spark plugs

HD 4-speed electronically-controlled automatic transmission
w/OD

HD cooling system

Front wheel drive

Front/rear stabilizer bar

P225/60HR16 SBR BSW touring tires

16" steel wheels w/bolt-on full steel wheel covers

Power steering cooler

4-wheel anti-lock brake system

Wiring - roof wires, 10 wire

17.0 gallon fuel tank

Stainless steel exhaust system

Daytime running lights

Dual body-color remote electric mirrors

Alternate Flash Trunk Lid warning

Variable intermittent windshield wipers

6-way power driver seat

Tilt wheel steering

Speedometer-inc: 1MPH increments, trip odometer

On/Off Switch-inc: speedometer light, radio display,
daytime running lights

Tire inflation monitor

Driver seat-mounted side-impact airbag

Rear door inoperative

Power windows w/driver-side express-down/rear windows
inoperative

Front auxiliary dome light

Air conditioning

Rear window shelf lights

Integrated rear glass antenna

Rear view mirror w/map lights

Auxiliary lighting w/sustained illumination

HD Front/Rear rubber floor covering

Trunk power outlet

Auxiliary equipment tray - 11"

HD engine cradle w/high strength side rails

Extended life coolant

125 amp alternator

690 CCA battery

3.29 axle ratio

4-wheel independent ride & handling suspension
system

Full-size spare tire

Pwr rack & pinion steering

Pwr 4-wheel disc brakes

Wiring for horn/siren circuit

Wiring for grille lights, flasher, speakers, headlamp
flashers

Charcoal body-side/rocker moldings

6" halogen left/right hand spotlights

Tinted solar-ray glass

Front license plate mounting provision

HD cloth bucket seats w/seat back storage, security
panel, HD fixed rear vinyl bench seat

Speed Control

Warning Lights-inc: door ajar, change oil, low fuel
low coolant, low washer fluid

Headlamp/Taillamp flasher wiring-inc: forward/
rear lamp in-line connector w/flasher/DRL
control/interior flasher control

Power door locks

Power trunk opener

Passlock anti-theft system

Inoperative domelight

Elect. rear window defogger

ETR AM/FM stereo-inc.: seek-scan, digital clock,
extended range front/rear speakers

Dual covered visor/vanity mirrors w/extendors

Overhead console

Rubber trunk mat

Manual inside-trunk release

Driver & front passenger airbags

ITEM 4: (cont'd)

MAKE/MODEL: Chevrolet Impala Police Vehicle (1WF19)

VEHICLE TYPE: Full Size 4-Door Sedan

EPA Estimated Fuel Consumption as Equipped:

City 20 mpg / Hwy 30 mpg

Discount from MSRP, for options not listed

8%

CONTRACTOR: WARNOCK MOTOR SALES, INC.
ITEM 4: d/b/a WARNOCK CHEVROLET
175 Route 10
East Hanover, NJ 07936

CONTACT: Mr. Steve Keller
PHONE #: 877-KOP-KARS, ext. 4
973-463-3066
FAX #: 973-884-2650
E-MAIL: skeller@warnock.com

FEDERAL ID #: 222971570
CONTRACT #: PC57347
REGION: USE REGION 6

DELIVERY: 225 Days A/R/O

*Add delivery charge to price. (See page 3 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

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. 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 No., description of product, 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.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, they 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.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS: (Cont'd)

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us) under "Non-State Agency Legal References." Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

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

DELIVERY:

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

Product is required as soon as possible.

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

WARRANTIES:

See "Warranties" and "Year 2000 Warranty" in Appendix B, OGS General Specifications.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from this contract. Within fifteen (15) days after the manufacturer's final build-out date, the contractor will submit this information to this office. The reports shall be in the following format:

<u>Item/ SubItem Number</u>	<u>Product Description</u> (Size, Stock No., etc.)	<u>Total Quantity Shipped</u> (To be in Units listed in the Invitation for Bids)	<u>Total \$ Value</u>
-------------------------------------	---	--	---------------------------

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 commodity group number, the Invitation for Bids number, contract number, sales period, and contractor's name.

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 commodities or services, the Commissioner reserves the right to obtain such commodities 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 commodities 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.

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:

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.

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.

MANUFACTURER COMMITMENT:

Upon request, the contractor shall submit an executed commitment letter from the manufacturer establishing, for the record, the terms and conditions of the vendor's supply of the vehicles including a statement from the identified manufacturer verifying that vendor will be supplied with vehicles as bid. Failure to furnish such commitment letter may constitute, in the Commissioner's discretion, full and adequate grounds for cancellation of the award.

LIQUIDATED DAMAGES:

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

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

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

ORDERING INFORMATION:

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

Agencies may add or delete equipment to obtain a vehicle that will best suit their needs.

CONDITION ON DELIVERY:

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

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

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

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

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

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.

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.

NOTE:

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.

Example:

All standard equipment provided by the manufacturer as standard on the Impala Police Vehicle must be included. If the Police Vehicle comes with speed control, then it must be included. 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.

EQUIPMENT SCOPE:

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

DISCOUNT ON OPTIONS:

It is expected that contract users will purchase options for these vehicles. Option pricing will be used for evaluation and all awards will be based on a combination of base price and option pricing. (See Method of Award).

A discount from the Manufacturer's Suggested Retail Price (MSRP), of a minimum of 5% **MUST** be given for all options sold under this contract. Offers of less than 5% discount **WILL** be rejected. Upon request, vendors are required to give the contract users a copy of the Manufacturer's Suggested Retail Price for options not specified in the contract.

PLEASE NOTE:

The "Manufacturer's Suggested Retail Price" includes, but is not limited to, the vehicle manufacturer.

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.

DMV INSPECTION (Items 3 & 4):

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

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.

EXTENSION OF PRICES COMMITMENT:

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

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

SCOPE:

This award as further described herein covers new commercially produced Police Pursuit Vehicles to be used by Law Enforcement agencies only.

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.

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.

The contractor shall be required to furnish at no cost, 11 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 New York State Police) (1 copy to the New York State Police – Thruway).

It is the purpose of these specifications to describe a vehicle to be used in Law Enforcement Work. The vehicle will be operated for long periods of time at normal traffic speeds, with frequent periods of idling. However, the vehicle must also be capable of fast acceleration and high speed performance. For this reason the vehicle must have an outstanding cooling system, braking system, and handling characteristics.

The manufacturer in the selection and engineering of components will use materials and design practices that will produce the best vehicle for the type operation to which the vehicle is to be subject. Component parts and design shall be of the quality that will give maximum performance, durability and safety, and not merely meet minimum requirements of this specification.

The vehicles shall in all respects meet or exceed all requirements of the Federal Government and the State for the model year bid. The vehicle shall include all standard equipment normally sold and marketed to the retail public, unless specifically deleted.

NOTE:

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.

**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
 * * * * *