

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

## CONTRACT AWARD NOTIFICATION

|                                |          |  |
|--------------------------------|----------|--|
| <b>Title</b>                   | <b>:</b> | <b>Group 40450 – VEHICLES, GASOLINE (Compact Cars &amp; Compact Trucks) (2010 Model Year &amp; Newer) (Statewide)</b><br><b>Classification Code(s): 25</b> |
| <b>Award Number</b>            | <b>:</b> | <b><u>22006-PF</u></b> (Partially Replaces Awards 20336 & 20339)   |
| <b>Contract Period</b>         | <b>:</b> | <b>See “Contract Period” Clause</b>  |
| <b>Bid Opening Date</b>        | <b>:</b> | <b>January 27, 2010</b>  |
| <b>Date of Issue</b>           | <b>:</b> | <b>March 2, 2010</b>   |
| <b>Specification Reference</b> | <b>:</b> | <b>As Incorporated In The Invitation for Bids and in a Purchasing Memorandum dated January 20, 2010</b>  |
| <b>Contractor Information</b>  | <b>:</b> | <b>Appears on Page 2 of this Award</b>   |

### Address Inquiries To:

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

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

### Description

This award was created to assist Non-State Agencies with their gasoline powered requirements for compact cars and compact trucks. This contract is for three consecutive model years (MY) commencing with the 2010 MY. It is intended for use by political subdivisions and others not required by law or mandate to adhere to EO 111.

PR # 22006

(continued)

**NOTE: See individual contract items to determine actual awardees.**

| <b><u>CONTRACT #</u></b> | <b><u>CONTRACTOR &amp; ADDRESS</u></b>   | <b><u>TELEPHONE #</u></b>  | <b><u>FED.IDENT.#</u></b> |
|--------------------------|--|--|---------------------------|
| PC65066<br>SB            | EMERLING CHEVROLET INC.<br>9000 Boston State Road<br>PO Box 229<br>Boston, NY 14025      | (888) 941-5255, ext. 241<br>(716) 941-5255, ext. 241<br>Mr. Kevin Joerg<br>Fax: (716) 941-6340<br>E-mail: kjoerg@emerling.com<br>Web: www.emerling.com | 160798288                 |
| PC65068                  | WARNOCK AUTOMOTIVE INC.<br>d/b/a WARNOCK FLEET<br>175 Route 10<br>East Hanover, NJ 07936 | (877) KOP-KARS<br>(973-463-3066<br>Mr. Jason Phillips<br>Fax: (973) 884-2650<br>E-mail: jphillips@warnockauto.com<br>Web: www.warnockfleet.com         | 222658797                 |

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

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

**(See "Contract Payments" and "Electronic Payments in this document.)**

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

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

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

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

|          |                           |
|----------|---------------------------|
| RS,RP,RA | Recycled                  |
| RM       | Remanufactured            |
| SW       | Solid Waste Impact        |
| EE       | Energy Efficient          |
| E*       | EPA Energy Star           |
| ES       | Environmentally Sensitive |

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**NOTE TO AUTHORIZED USERS:**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

**IMPORTANT NOTE:**

**It is strongly advised that all contract users FOLLOW-UP WITH THE CONTRACTOR after submitting their purchase order, whether it was submitted by mail or fax. This is to insure that the contractor received and placed your order.**

**GENERAL REQUIREMENTS: (STATE AGENCIES ONLY)**

In the event that any State agencies do obtain vehicles from this award, the agency is responsible for forwarding a copy of each vehicle purchase order to Tomlynn Yacono in order to facilitate the issuance of a State identification number. Such purchase orders can be faxed, e-mailed in PDF format or mailed to:

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

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PRICE & DELIVERY ALLOWANCES:

**General Price** - Grand total price for each Item includes all customs duties and charges, all vehicle preparation and clean-up charges, New York State motor vehicle inspection, installation charges and all other incidentals normally included with providing and delivery of a vehicle including the manufacturer's fees such as destination charges and is FOB Destination, Freight Collect as specified in this paragraph. Cost for delivery to authorized user locations shall not be included in the bid price and no separate, additional delivery charge except for "**DAS**" will be allowed at time of purchase. (***FOB Destination, Freight Collect*** – Title passes at destination, and buyer pays the freight. Freight is not collected at the time of delivery; rather it is billed separately on the contractor's invoice.)

**DAS (Delivery Allowance Schedule)** - All 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 according to the following Delivery Allowance Schedule (DAS). The DAS indicates the maximum dollar amount that will be paid for delivery from the contractor's point of business, to the ordering entities desired location.

Do not include the "DAS" delivery prices listed below in your bid price. These prices will be added to the invoice when (if) the vehicle is delivered.

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

The DAS will be used as follows. If the contractor point of business is in Albany (Region 3), and the desired delivery point is in White Plains (Region 5), the delivery charge will be \$160.00. This charge should be added to the invoice. Each contractor will only be concerned with their particular region (i.e., if the contractor point of business is in Region 1, the only row that will be utilized is the first one).

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PRICE & DELIVERY ALLOWANCES (Cont'd):

**DAS - DELIVERY ALLOWANCE SCHEDULE**

|                    |        | Delivery to Region |       |       |       |       |       |
|--------------------|--------|--------------------|-------|-------|-------|-------|-------|
| Location of Vendor | Region | 1                  | 2     | 3     | 4     | 5     | 6     |
|                    | 1      | \$110              | \$160 | \$265 | \$307 | \$362 | \$475 |
|                    | 2      | \$160              | \$110 | \$160 | \$160 | \$202 | \$362 |
|                    | 3      | \$265              | \$160 | \$110 | \$160 | \$160 | \$362 |
|                    | 4      | \$307              | \$160 | \$160 | \$110 | \$307 | \$460 |
|                    | 5      | \$362              | \$202 | \$160 | \$307 | \$110 | \$182 |
|                    | 6      | \$475              | \$362 | \$362 | \$460 | \$182 | \$110 |

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

**Lower Pricing** - The State reserves the right to negotiate lower pricing, or to advertise for bids, whichever is in the State's best interest as determined by the Commissioner, in the event of a significant decrease in market price of any product listed. In addition, if the contractor's normal pricing to the public or to the trade in general is less than the net/contract pricing with the application of a contract discount, etc., then the normal pricing to the public or to the trade in general shall also be granted by contractors to contract participants.

**Government Mandated Program Price Adjustment** - An adjustment in price may be permitted if a government mandated program such as a new standard for emissions takes effect and suitable documentation is furnished to the State and the State determines the requested price change is verifiable and is reasonable. Such a price adjustment may be permitted for only a limited time since such an adjustment would eventually be reflected in the MSRP.

**DMV Inspection** - All vehicles must be delivered with complete NYS Inspections. In the event that a vehicle is delivered uninspected, \$250 will be deducted from the invoice by the agency to cover the cost of the inspection and to compensate for time.

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

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PRICE & DELIVERY ALLOWANCES (Cont'd):

**Contract Price Factor** - The contract price factor will be the same for each model year and will be the same for the purchase of the “base” vehicle required for ITEM (“base” vehicle to include all standard and required equipment described in ITEM). The contract price factor shall be calculated as follows:

|                       |   |  |               |   |
|-----------------------|---|--|---------------|---|
| Contract Price Factor | = | Bid Price For “Base” Vehicle<br>Required by Item | divided<br>by | Current MY MSRP including<br>manufacturer’s destination<br>charge |
|-----------------------|---|--|---------------|---|

For example, if the bid price was \$22,000 and the MSRP was \$24,400 and the manufacturer’s destination charge was \$600 then the contract price factor would be \$22,000 divided by \$25,000 or 0.88. This contract price factor of 0.88 would apply to all purchases for the ITEM. (Please see more in separate “OPTIONS, ACCESSORIES, ETC., TO BE ADDED OR DELETED FROM SPECIFIED VEHICLE” and PURCHASE ORDERS AND INVOICES” clauses.) Bidder is responsible for proving that the MSRP provided on bid price pages is correct and corresponds to the base vehicle (with options if any) they are offering. OGS reserves the right to correct any errors.

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

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

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**ITEM 1 – COMPACT 4-DOOR SEDAN, FWD**

**Ford Focus Sedan (P3E) w/100A Package Code**

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

**PRICE: \$12,021.00 plus DAS\***

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

**Contract Price Factor: .6742\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 1: WARNOCK AUTOMOTIVE INC., d/b/a WARNOCK FLEET  
(Region 6)**

**ITEM 2 – COMPACT REGULAR CAB, SHORT BOX, 4X2 PICKUP**

**Ford Ranger XL R1A, 4x2, 112" WB, w/861A Package Code**

Vehicle to include all manufacturer's standard equipment and standard exterior and interior colors, automatic transmission, full size spare tire, 4-Wheel Anti-Lock Brakes, air conditioning, 4 cylinder engine, rear step bumper and minimum GVWR 4,300 pounds.

**PRICE: \$11,773.00 plus DAS\***

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

**Contract Price Factor: .5994\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 2: WARNOCK AUTOMOTIVE INC., d/b/a WARNOCK FLEET  
(Region 6)**

\*Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

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

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**ITEM #3 - COMPACT 3 PASSENGER CAB, SHORT BOX, 4x4 PICKUP**

**Chevrolet Colorado, Regular Cab 4x4, 112" WB, Work Truck (CT15403) (5150# GVWR)**

Vehicle to include all manufacturer's standard equipment and standard exterior and interior colors, automatic transmission, full size spare tire, 4-Wheel Anti-Lock Brakes, air conditioning, 6 cylinder engine (or 3.7 L), rear step bumper and minimum GVWR 5,150 pounds.

**PRICE:           \$17,781.92 plus DAS\***

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

**Contract Price Factor:   .7578\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 3: EMERLING CHEVROLET, INC. (Region 1)**

\*Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

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

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**ITEM #4A - COMPACT 5 PASSENGER CAB, SHORT BOX, 4x4 PICKUP**

**Ford Ranger XL, R1F, Super Cab 4x4, 126" WB, w/861A Package Code (GVWR# 5280)**

Vehicle to include all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered, automatic transmission, full size spare tire, 4-Wheel Anti-Lock Brakes, air conditioning, 6 cylinder engine (or 3.7 L), rear step bumper.

**PRICE: \$16,801.92 plus DAS\***

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

**Contract Price Factor: .6643\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 4A: WARNOCK AUTOMOTIVE, INC. d/b/a WARNOCK FLEET (Region 6)**

**ITEM #4B - COMPACT 5 PASSENGER CAB, SHORT BOX, 4x4 PICKUP**

**Dodge Dakota 4x4, (ND5L84) (6160#GVWR)**

Vehicle to include all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered, automatic transmission, full size spare tire, 4-Wheel Anti-Lock Brakes, air conditioning, 6 cylinder engine (or 3.7 L), rear step bumper.

**PRICE: \$18,107.00 plus DAS\***

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

**Contract Price Factor: .6110\*\***

**Delivery: 120 Days ARO**

**CONTRACTOR, ITEM 4B: WARNOCK AUTOMOTIVE, INC. d/b/a WARNOCK FLEET (Region 6)**

\*Add delivery charge to price. (See page 4 for explanation of DAS [Delivery Allowance Schedule] to determine delivery charge).

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

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**REQUEST FOR CHANGE:**

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

**CONTRACT PAYMENTS:**

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

**ELECTRONIC PAYMENTS:**

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at [www.osc.state.ny.us](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518-474-4032.

**NOTE TO CONTRACTOR:**

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

**CENTRALIZED PROCUREMENT CONTRACT FEE (CPCF):**

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

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

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

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

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

Additional information including FAQs is available at:

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

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**CENTRALIZED PROCUREMENT CONTRACT FEE (CPCF): (cont'd)**

NOTE: Notwithstanding the above, contractors are advised that the Governor's 2010 budget proposal provides for the repeal of §163-c of the State Finance Law, "Centralized Procurement Contract Fee." If approved by the Legislature and signed by the Governor, the procurement fee requirement as described above would no longer be applicable to this contract award. As this potential legislative action could have an impact on pricing in this contract award, OGS reserves the right to adjust pricing to reflect the elimination of the one half of one percent (0.005) procurement fee consistent with the pricing methodology, effective the repeal date. Contractors are on notice that the Executive budget proposal for the State Fiscal year 2010-2011 State Budget is subject to legislative debate and discussions, is subject to change, and there is no guarantee that the proposed repeal of the procurement fee will take place.

**DEBRIEFING:**

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

**PSG's DISPUTE RESOLUTION POLICY:**

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website ([www.ogs.state.ny.us](http://www.ogs.state.ny.us)).

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

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

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

**EXTENSION OF USE:**

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

**EXTENSION OF PRICES COMMITMENT:**

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

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

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**PERIODIC RECRUITMENT:**

The State reserves the right to consider additional models of vehicles, under this award, for any new items or technology that may become available during the contract term at any time determined by the State to be in its best interest. Vendors shall be required to submit an original bid document which may include an addendum containing additional applicable statutory requirements currently in effect at the time of the new bid solicitation.

Bids shall be evaluated under similar terms and conditions. Once awarded a contract, a vendor may not resubmit a bid for future consideration until the original bids have been evaluated and contracts awarded. Upon successful completion of the qualification process under the terms of the method of award, supplemental award(s) shall be recommended.

**CANCELLATION FOR CONVENIENCE**

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

**DELIVERY:**

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

Product is required as soon as possible.

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

**Expansion of Delivery Points** - Upon mutual agreement, delivery locations may be expanded per the "Non-State Agencies Participation in Centralized Contracts", "Extension of Use" and "Extension of Prices Commitment" clauses incorporated herein.

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

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

Vehicle must be delivered strictly in accordance with specifications and shall be "Ready for Use", and/or as requested by the purchaser. If vehicle is delivered with deviations or improper servicing, the contractor must arrange to have the necessary work done within five (5) days (exclusive of Saturdays, Sundays, and holidays) after receipt of written notification from the agency and/or the Office of General Services. Otherwise, the purchasing agency may have the corrections made at contractor's expense.

At point of acceptance the vehicle odometer reading shall not exceed, in miles, the distance between the contractor's place of business and the point of delivery plus 100 miles. In the event a vehicle is delivered with mileage exceeding such amounts, \$5.00 for each mile up to 150 miles and \$10.00 each mile over 150 miles will be deducted from each purchase order. Vehicles exceeding the aforementioned miles by more than 300 miles may be rejected.

**Delivery Certification** - Contractor shall secure a signed receipt from the agency certifying delivery of vehicle and odometer reading. In the event deficiencies are later noted and a properly signed receipt is not available, contractor will be responsible.

**Shipping Dates And Delivery Time** -

- Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order.
- Contractor shall provide ordering agency with anticipated shipping date of completed vehicle with written acknowledgement of order.
- Contractor shall furnish the agency with written acknowledgement of the shipping date at least two weeks prior to shipment.

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**DEFAULT ON DELIVERY:**

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

**MANUFACTURER COMMITMENT:**

Upon request, the bidder shall submit an executed commitment letter from the manufacturer establishing, for the record, the terms and conditions of the bidder's supply of the vehicles including a statement from the identified manufacturer verifying that bidder 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 rejection, and/or cancellation of the bid/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 loses, detriments and inconveniences attendant upon such delay from the end of the grace period commencing from the time delivery was due under the contract. A grace period of seven calendar days commencing on and including the contract date for delivery shall be extended to the vendor prior to the assessment of such liquidated damages. Notice is hereby given to the vendor that despite the extensions of the grace period herein specified - TIME SHALL BE AND IS OF THE ESSENCE IN REGARD TO DELIVERY OF THE VEHICLES.

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

**CONTRACT PERIOD AND RENEWALS:**

**General** - The contract shall commence with the date of award (OSC approval date) and shall terminate upon the manufacturer's production build-out date or depletion of all stocks, whichever occurs last for the final model year of this contract. Contractors will notify the Office of General Services, in writing of the manufacturer's production build-out date. Such notification must be submitted immediately upon the contractor being notified by the manufacturer.

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

**Mutual Extension of Time Period** - If mutually agreed between the Procurement Services Group and the contractor, the contract may be extended under the same terms and conditions for an additional period(s) not to exceed a total term of 5 years. Extensions may be exercised on a continuing basis such as an additional three month, six month, twelve month or 24 month periods.

**SHORT TERM EXTENSION:**

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

(continued)

**BASIC WARRANTY:**

See “Warranties” in Appendix B, OGS General Specifications.

Normal wear and tear items will be warranted in accordance with Manufacturer’s Standard Warranty.

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

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

The manufacturer’s standard warranty will apply.

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

The warranty period for all coverage shall begin on the date vehicle is accepted or put in service, whichever occurs last.

Where cars develop chronic failures during the warranty period, contractor shall extend the warranty period for an equal period of time following correction of such failures, as indicated in the original warranty.

**OPERATORS MANUAL:**

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

**MOTOR VEHICLE REGULATIONS:**

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

**ADVERTISING:**

Any contractor advertisements, promotional literature and/or contract description(s) of contract awards must be reviewed and approved by the Office of General Services, Procurement Services Group prior to issuance. Contractor may not advertise its name on the vehicle.

**EMISSIONS CONTROLS:**

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

**AVAILABILITY:**

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

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

The State may permit the substitution of a new replacement model or a new replacement product line if the model series or the product line originally awarded becomes unavailable, is discontinued, replaced, etc. by the OEM. The contract price factor will continue to be applied to the MSRP for the replacement.

**RECALLS:**

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

(continued)

**INSTRUCTION MANUALS:**

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

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

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

Participating agencies may purchase the specified vehicle and choose to have options, accessories, equipment, features, products, etc., (hereafter referred to as "options") added or deleted. Such options will generally be considered "OEM" (original equipment manufacturer), but may be from other suppliers that the OEM may utilize and/or may be considered part of the OEM's standard line of products for the vehicle involved. The options would normally be readily available from the "factory" when the OEM is building the vehicle and would normally be expected to be listed in the OEM's offering of options. Such options would be expected to be listed in vehicle publications such as the "PC Car Book".

**Deletions** - It is anticipated that contract users may delete options that have been required by the solicitation's specifications for the base vehicle involved. Contractors will be required to honor all such deletions.

When an option is being deleted, the contractor must give the contractor's full cost (invoice price from manufacturer) of the option, as shown in the PC Car Book. If the option is not in the PC Car Book, the contractor must provide documentation showing the contractor's cost for the option.

Any deletion must clearly show on invoice and clearly show cost deduction.

**Additions** - It is anticipated that contract users may add options above and beyond that which have been required by the solicitation's specifications for the vehicle involved. Contractor shall be required to honor all such additions.

When an option is being added, the contractor must give the MSRP (manufacturer's standard retail price/full list price) of the option, as shown in the PC Car Book. If the option is not in the PC Car Book, the contractor must provide documentation showing the contractor's price for the option.

The percent discount bid and shown in the contract shall be applied to the MSRP to yield a net/contract price for the option. The percent discount shall be understood to include and account for any and all labor, installation, fittings, connections, etc., that might be needed to attach the option to the vehicle so that it operates to its full design capabilities; there shall be no additional up-charges, fees, etc., for adding OEM options.

Any addition must clearly show on invoice and clearly show the MSRP, the application of the percent discount and the resultant net contract price. ***EXCEPTIONS:***

- ❖ *Special Value Option - If a situation exists where the contractor sells an option to the public at large with pricing that is lower than the application of the bid/percent discount to the MSRP, then the price that is charged to the public at large should be charged to contract participants. This should be clearly shown on the invoice as a "Special Value" or by some other phrase or identifying designation.*

**Upgraded Models** - Upgrades will not be allowed.

**PURCHASE ORDERS AND INVOICING:**

**General** - All orders and invoices/vouchers should include the contract number and a line by line listing of separate charges. Also, there should be a specific listing of the value from the “DAS” – Delivery Allowance Schedule, if applicable. All matters pertaining to registration and licensing are the responsibility of the ordering entity.

**Orders Involving Price Lists** - Purchase orders are to include the following information when product is purchased from a price list:

- The name, number and date of the price list.
- Product description.
- Product code/manufacturer number.
- Full List Price/MSRP for each product/option/accessory.
- Discount or price factor as applicable.
- Calculation of net, contract price.
- Specific designation of special price which may be better than the application of the discount.

**Invoices** - Contract users are instructed not to process invoices without needed information. Invoices must be detailed and include **all** of the following:

- Contract Number
- Purchase Order Number
- Item Number
- Line item breakdown of all charges:
  - If options are purchased, they must be listed separately, line by line on the same invoice as the vehicle.
  - Delivery charges (if applicable), only as listed in the Delivery Allowance Schedule (DAS), must also be listed separately. Delivery charges above and beyond that listed in the DAS will **NOT** be permitted.
- Line item breakdown of any deletion:
  - Contractor’s cost (invoice amount from contractor’s supplier/OEM factory) to be shown.

Failure to comply may result in lengthy payment delays.

**MSRP Verification** – Authorized Users may (and should) verify MSRP information, especially for options. Websites with MSRP information include:

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

**SERVICE:**

Service by authorized dealers, must be available within New York State. Prior to delivery, each vehicle shall be completely serviced by the contractor or by an authorized dealer of the manufacturer in a service shop within New York State. Service shall include not less than the following: lubrication; wash; engine tune-up; wheel alignment; body condition and all other checks and adjustments required for proper complete servicing of a new vehicle. It shall be the contractor’s responsibility to insure that all equipment is properly installed.

(continued)

**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.

**WARNING LIGHTS:**

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

**CONTRACT PAYMENTS:**

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See also "Contract Billings" in Appendix B, OGS General Specifications and separate clause herein on "PURCHASE ORDERS AND INVOICING".

**POOR PERFORMANCE:**

Agencies should notify Procurement Services' Customer Services promptly if the contractor fails to meet the requirements of this contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the agency should also be reported to Customer Services:

|                                |   |
|--------------------------------|---|
| Office of General Services     | Tel: 518/474-6717                         |
| Procurement Services Group     | Fax: 518/474-2437                         |
| Customer Services Coordination | E-mail: customer.services@ogs.state.ny.us |
| 37th Floor Corning Tower       |   |
| Empire State Plaza             |   |
| Albany, NY 12242               |   |

(continued)

**REPORT OF CONTRACT PURCHASES:**

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

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

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

| Entity Name | State Agency Y/N | Model    | Contract Item # | Base Price | DAS If Applicable (Per Vehicle) | Factory Options (Per Vehicle) | Non OEM Options (Per Vehicle) | # Of Units | Total    |
|-------------|------------------|----------|-----------------|------------|---------------------------------|-------------------------------|-------------------------------|------------|----------|
| OMH         | Y                | Colorado | 2               | \$18,500   | \$320.00                        | \$200.00                      | \$0.00                        | 2          | \$38,040 |
| NYC         | N                | Focus    | 1               | \$14,000   | \$0.00                          | \$0.00                        | \$0.00                        | 1          | \$14,000 |
| OGS         | Y                | Focus    | 1               | \$14,000   | \$540.00                        | \$400.00                      | \$0.00                        | 3          | \$44,820 |

The report is to be submitted electronically in Microsoft Excel 2003 or lower format to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

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

**EMERGENCY PURCHASING:**

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

**USE OF RECYCLED OR REMANUFACTURED MATERIALS:**

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See "Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, OGS General Specifications.

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

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

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

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

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

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

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

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

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

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

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

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

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

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

**CONTRACTOR**

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

Comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

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

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