STATE OF ARKANSAS

Term Contract

Vendor No.	100084128
Contact	
Your reference	SP-12-0024

CRAIN AUTOMOTIVE HOLDINGS LLC
PO Box 6070
SHERWOOD AR 72124

Contract No.	4600022580
Date	08/22/2011
Contact	John Leverett
Telephone	501-683-2222
Fax	501-324-9311
Our ref.	ST
Incoterms	FOB DESTINATION

Send Invoice To:

Ship To:
Reference Plant
AR

Valid from: 08/22/2011
Valid to: 12/31/2011

BID NUMBER: SP-12-0024
COMMODITY: CNG CONVERSION KITS

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

THE TERM OF THIS CONTRACT SHALL BEGIN AUGUST 22, 2011 THROUGH DECEMBER 31, 2011 OR UNTIL ARRA FUNDS ARE DEPLETED, WHICHEVER COMES FIRST.

DELIVERY: FOB DESTINATION

VENDOR CONTACT: DENNIE SPENCER PHONE# 501-542-5511
OR CELL# 501-993-8204; EMAIL: denniespencer@crainteam.net

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0010	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2009 FORD F-150 5.4L	25	each	10,300.00	$ 257,500.00

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:
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Jane Benton

Purchasing Official/Fiscal Officer

08/22/2011

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0020	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2009 FORD F-250 5.4L	25	each	10,300.00	$ 257,500.00
0030	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2010 FORD F-150 5.4L	25	each	10,300.00	$ 257,500.00
0040	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2010 FORD F-250 5.4L	25	each	10,300.00	$ 257,500.00
0050	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2011 FORD F-150 5.0L	25	each	10,300.00	$ 257,500.00
0060	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2011 FORD F-250 6.2L	25	each	10,300.00	$ 257,500.00
0070	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2011 FORD F-350 6.2L	25	each	10,300.00	$ 257,500.00
0080	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2011 FORD F-450 6.2L	25	each	10,300.00	$ 257,500.00
0090	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION:	25	each	10,300.00	$ 257,500.00

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	2012 FORD F-150 5.0L				
0100	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2012 FORD F-250 6.2L	25	each	10,300.00	$ 257,500.00
0110	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2012 FORD F-350 6.2L	25	each	10,300.00	$ 257,500.00
0120	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2012 FORD F-450 6.2L	25	each	10,300.00	$ 257,500.00
0130	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2011 FORD TRANSIT CONNECT 2.0L DEDICATED	25	each	14,850.00	$ 371,250.00
0140	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2009 GMC 1500 4.8L	25	each	10,250.00	$ 256,250.00
0150	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2009 GMC 1500 5.3L	25	each	10,250.00	$ 256,250.00
0160	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2009 GMC 2500 6.0L	25	each	10,250.00	$ 256,250.00
0170	10125740 KIT,CONVERSION	25	each	11,240.00	$ 281,000.00

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	CNG KIT WITH INSTALLATION: 2009 GMC YUKON 5.3L				
0180	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2009 CHEVROLET TAHOE 5.3L	25	each	11,240.00	$ 281,000.00
0190	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2009 GMC YUKON XL 5.3L	25	each	11,240.00	$ 281,000.00
0200	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2009 CHEVROLET SUBURBAN 5.3L	25	each	11,240.00	$ 281,000.00
0210	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2009 CHEVROLET 1500 4.8L	25	each	10,250.00	$ 256,250.00
0220	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2009 CHEVROLET 1500 5.3L	25	each	10,250.00	$ 256,250.00
0230	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2009 CHEVROLET 2500 6.0L	25	each	10,250.00	$ 256,250.00
0240	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2009 CHEVROLET IMPALA 3.5L	25	each	12,769.00	$ 319,225.00

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0250	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2009 CHEVROLET IMPALA 3.9L	25	each	12,769.00	$ 319,225.00
0260	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2010 GMC 1500 4.8L	25	each	10,250.00	$ 256,250.00
0270	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2010 GMC 1500 5.3L	25	each	10,250.00	$ 256,250.00
0280	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2010 GMC 2500 6.0L	25	each	10,250.00	$ 256,250.00
0290	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2010 GMC YUKON 5.3L	25	each	11,240.00	$ 281,000.00
0300	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2010 CHEVROLET TAHOE 5.3L	25	each	11,240.00	$ 281,000.00
0310	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2010 GMC YUKON XL 5.3L	25	each	11,240.00	$ 281,000.00
0320	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION:	25	each	11,240.00	$ 281,000.00

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	2010 CHEVROLET SUBURBAN 5.3L				
0330	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2010 CHEVROLET 1500 4.8L	25	each	10,250.00	$ 256,250.00
0340	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2010 CHEVROLET 1500 5.3L	25	each	10,250.00	$ 256,250.00
0350	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2010 CHEVROLET 2500 6.0L	25	each	10,250.00	$ 256,250.00
0360	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2011 GMC 1500 4.8L	25	each	10,300.00	$ 257,500.00
0370	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2011 GMC 1500 5.3L	25	each	10,300.00	$ 257,500.00
0380	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2011 CHEVROLET 1500 4.8L	25	each	10,300.00	$ 257,500.00
0390	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2011 CHEVROLET 1500 5.3L	25	each	10,300.00	$ 257,500.00
0400	10125740 KIT,CONVERSION	25	each	10,300.00	$ 257,500.00

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	CNG KIT WITH INSTALLATION: 2011 CHEVROLET 2500 6.0L				
0410	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2011 GMC YUKON 5.3L	25	each	11,240.00	$ 281,000.00
0420	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2011 CHEVROLET TAHOE 5.3L	25	each	11,240.00	$ 281,000.00
0430	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2011 GMC YUKON XL 5.3L	25	each	11,240.00	$ 281,000.00
0440	10125740 KIT,CONVERSION CNG KIT WITH INSTALLATION: 2011 CHEVROLET SUBURBAN 5.3L	25	each	11,240.00	$ 281,000.00

Estimated Net Value **11,834,200.00**

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.

2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.

3. DISCOUNTS: All cash discounts offered will be taken if earned.

4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.

5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.

6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design,

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including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10.DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11.STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly

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authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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