State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000047770
Albuquerque Motor Company
DBA Melloy Dodge
9621 Coors Blvd. NW
Albuquerque, NM 87114
Email: jcassell@melloydodge.com
Phone: (505) 922-2557

Price Agreement Number: 00-00000-19-00031
Payment Terms: Net 30
F.O.B.: Destination
Delivery: 90-180 days

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Procurement Specialist: Amber Sanchez
Telephone No.: (505) 827-0554
Email: Amber.Sanchez2@state.nm.us

Title: Alternative Vehicles, Electric and Hybrid
Term: January 23, 2020 thru January 22, 2021

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 1/21/2020

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-00000-19-00031

Terms and Conditions
(Unless otherwise specified)

1. General: When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. Assignment:
   a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
   b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. State Furnished Property: State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. Discounts: Prompt payment discounts will not be considered in computing the low bid.

6. Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. Inspection of Plant: The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. Commercial Warranty: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

9. Taxes: The unit price shall exclude all state taxes.

10. Packing, Shipping and Invoicing:
   a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
   b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
   c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. Default: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by
the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion**: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination**: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).


15. **Items**: All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases**: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation**: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid**: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor’s written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor’s personnel at any time.

20. **Subcontracting**: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit**: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement’s term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts**: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.
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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: http://www.insurenewmexico.state.nm.us/.

D. For purposes of this Paragraph, the following terms have the following meanings:

1) “New Mexico Employee” means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee’s work for Contractor within the State of New Mexico, regardless of the location of Contractor’s office or offices; and

2) “offer” means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as Insure New Mexico!

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.
Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency’s unsecured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor’s, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker’s Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.
Specifications:

Establish a Statewide Price Agreement for the purchase of Hybrid and Electric vehicles. It should be noted that extension of this Price Agreement to certain non-profit organizations under contract with the State or funded in part by the state may be allowed, provided, however, that such organization can furnish the proper tax exemption certificate. In addition, all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law are authorized to purchase from this Price Agreement, pursuant to section 13-1-129 (NMSA 1978).

The various types of vehicles include, but are not limited to:
- BEV - Battery Electric Vehicle, ONLY powered by battery/ 100% electric.
- PHEV - Plug-in Hybrid Electric Vehicle, electric and gas, you can plug in.
- HEV - Hybrid Electric Vehicle, electric and gas, cannot be plugged in.

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This agreement shall not exceed four (4) years.

Attention all state agencies (except for the legislative and judicial branches, public schools and institutions of higher education) need to acquire Transportation Services Division approval to purchase state vehicles (per 15-8-7 NMSA 1978). Under Section 15-8-3 NMSA 1978, a “state vehicle means an automobile, van, sport-utility truck, pickup truck or other vehicle with a declared gross vehicle weight of less than ten thousand pounds used by a state agency to transport passengers or property[.]”

Escalation Clause:
In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Effective dates for increase will not be any sooner than fifteen days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Contract Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Manufacturer/Supplier Notification of price increase indicating percentage of increase including reason for increase.

Definition: “Build out date” – when manufacturer stops accepting orders subject to availability.

The following conditions shall apply to all items.

A. Bidder must be a factory authorized in state dealer, and have parts and service facilities within the State of New Mexico
B. Units shall be new current production year models
C. All specifications are minimum
D. Units shall meet all federal and state legal requirements
E. Units shall include all standard items as listed in manufacturer’s literature
F. Units furnished shall be completely assembled, serviced and ready for operation as required by the manufacturer and the user agency, if applicable.
G. Units shall carry the manufacturer’s standard warranty as offered to the general public. Warranty shall apply from the date the unit is accepted and approved by the user agency as meeting all specifications.
H. Units are to be transported to the dealer’s place of business, rather than driven.
State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 00-00000-19-00031

I. All ordered options shall be installed.
J. Award shall be based on total base cost, F.O.B. Santa Fe, New Mexico. The State reserves the right to award to
multiple vendors per item, which ever, in his/her judgment best serves the interest of the State of New Mexico.
K. All subcontractors must show proof of current product liability insurance, prior to award
L. Requested delivery: Within estimated one hundred eighty (180) working days ARO depending on vehicle, subject
to availability.
M. All vehicles shall include all OEM equipment as supplied by the manufacturer, unless otherwise specified in Price
Agreement specifications
N. Prior to delivery of vehicle(s) to user agency, all fuel tanks and reservoirs must be filled to full capacity
O. Awarded vendor shall acknowledge receipt of purchase order to ordering agency within two (2) working days after
receipt of order. Verbal orders are not valid. User agency shall verify receipt of purchase order by vendor
along with proof of insurance and Federal Tax ID Number at the time of order.
P. The New Mexico State Purchasing Division reserves the right to add or delete options and/or negotiate the price of
options if it is to the best interest of the State of New Mexico.
Q. Ornamentation – advertising: No dealer advertisement shall be displayed on any part of the of vehicle(s)
R. Dealer order sheets must be provided with bid, for each item bid, that lists all specifications and options
requested (less price) and manufacturer’s specification sheet

Notice to selling dealer(s): Vehicles delivered with dealer advertisement stickers and/or plates will be returned
for removal at dealer’s expense.

Awarded vendors are required to submit an annual sales activity report for each item (unit) sold on this Price
Agreement. The report shall include the procuring agency name, brief description of units sold, and the total amount
subtotaled by processing agency name. Reports shall be submitted to State Purchasing Division, Attention: Amber
Sanchez, PO BOX 6850 Santa Fe, NM 87502, or via email: Amber.Sanchez2@state.nm.us

Notice to ordering agency(ies): Sufficient ordering time must be given to vendors to fulfill each order. Vendors
are not responsible for filling orders placed for less than one hundred eighty (180) days prior to end of each fiscal
year.

Prompt payment to awarded vendor is very important. The buying agency(ies) must make every effort to expedite
payment within ten (10) days, or sooner, from receipt is according to Section 13-1-158 (b) NMSA 1978.

The awarded vendor has the right to withhold vehicle transaction documents (M.S.O.) until payment has received.
In addition: Section 13-1-158 (NMSA 1978) authorizes the seller to assess late payment charges on past due accounts
not to exceed one and one-half percent (1 1/2%) per month of the unpaid balance. Paragraph C of section 13-1-158
(NMSA 1978) also states that if the payment shall be deemed on the date it is postmarked.

Agencies must list a contact person, telephone no. and correct title information for the vehicle in the bill to section on
the purchase document. There will be an additional charge for lien requirements.

Supplemental Terms and Conditions

Intent of Specifications:
The specifications are intended to describe equipment for use by the ordering agency which will operate efficiently and
safely. The design specifications incorporated herein are intended to describe such unit and to set forth minimal
performance parameters required by the State of New Mexico. Any references herein to a particular make or model are
not intended to be restrictive but to set forth an acceptable level of quality, design and size.
Qualified Bidders:
Bids may be accepted from manufacturers and/or factory authorized dealers who are able and willing to provide responsive service to the ordering agency during the warranty period if required. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely assembled units meeting or exceeding the minimum specifications contained herein.

When additional equipment (components) are required to complete a bid package which is not normally supplied by the bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the bidder. (Example: truck chassis with dump body installed.)

Inspection of Work:
Representatives of the State Purchasing Agent’s office or the ordering agencies shall have access, at any reasonable time, to the bidder’s and manufacturer’s facilities for the purposes of inspection during periods of manufacture or assembly of the items to be ordered hereunder. The costs associated with such inspection trips shall be borne by the State and/or ordering agency.

Late Delivery:
It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses which may be sustained by the State, as a result of failure to deliver the equipment described in the Price Agreement on time, that time is of the essence in the performance of this Price Agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

Motor Vehicle Regulations:
Unit(s) ordered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the New Mexico Department of Motor Vehicles and shall be in compliance with safety standards required by the Federal Motor Vehicle Safety Standards established by the National Traffic Safety Administration, and the safety standards required by OSHA and applicable ANSI standards and reference to the operation of such vehicles within the State of New Mexico.

Certificates, Manuals and Warranties:
When the unit(s) is delivered, the bidder shall deliver to the ordering agency (if applicable):
A) Documents of title (released at time of payment)
B) Certificate of origin (to be released at time of payment)
C) Warranty and guarantee certificates
D) Certifications specified in the contract
E) Manuals specified in the contract

Service:
The successful bidder shall arrange to provide a service facility employing factory trained service representatives to service the equipment and all components described herein warranty service shall be provided to the user agency on a priority basis. Upon notification to the bidder or delivery of unit to his facility, the unit(s) will be repaired or serviced within five (5) working days, unless beyond the control of the vendor, parts ordered will take longer. This period may be extended at the user’s option only for major repairs such as engine or transmission overhauls. Failure to complete repairs within the stipulated time, or receipt of the user/owner concurrence for extending this time, may result in contract default and remedies as prescribed in the general conditions and instructions to bidders. Vendors must provide certified proof of service capabilities for alternative fuel vehicle, prior to award.

Responsibility of Bidders:
It shall be the responsibility of the bidder to secure written quotations on price and delivery from manufacturers among the general specifications set forth herein. Only those manufacturers, who can meet delivery dates, such as to permit delivery of completely assembled unit to the ordering agency by specified delivery date, shall be considered by the bidder. The bidder may be required to provide the State with field test results and surveys which will show conclusively:
(A) Maintenance and reliability experience of units in service for at least one (1) year
(B) Additional date in the opinion of the bidder on the actual performance of equipment will assist the State in selecting
   the most effective cost efficient unit offered by the bidder

**Payment or acceptance Not Conclusive:**
Vendor must supply agency with a computer generated invoice for payment. No payment made under this Price
Agreement shall be conclusive evidence of the performance of the Price Agreement, either wholly or in part, and that no
payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or
improper materials, nor relieve the bidder from corrections of the defects. The final acceptance shall not be binding
upon the ordering agency or the State, or conclusive, should it subsequently develop the bidder has furnished inferior
items or had departed from the specifications and/or the terms of the Price Agreement. Should such conditions become
evident, the ordering agency shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to
be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the bidder.

**Order of Precedence:**
In the event of conflict between the general conditions and instructions to bidders and the supplemental terms and
conditions, the supplemental terms and conditions shall prevail.

Any references herein to a particular make or model number are not intended to be restrictive, but to be set forth an
acceptable level of quality and design.

***End of Specifications***
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<tr>
<th>Item</th>
<th>Approx. Qty.</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Albuquerque Motor Company dba Melloy Dodge</th>
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<tr>
<td></td>
<td>100</td>
<td>Each</td>
<td>Pickup, ½ Ton, 4x4, Hybrid (HEV), Four (4) door, Rear Wheel Drive</td>
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<td>Net Cost, Per Unit, FOB, Santa Fe, New Mexico</td>
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<td>MPG: ___ City: <strong>25</strong> HWY: <strong>20</strong></td>
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**Options:**

A. Auto-dimming Rearview Mirror (add) $N/A
B. Bluetooth/Hands Free (deduct) $N/A
C. Premium Radio (add) $N/A
D. Keys, additional (add) $250.00
E. Key, remote (add) $250.00
F. Mileage charge for one way delivery of vehicle to areas other than Santa Fe, NM (add) $2.00/ mile
G. Navigation package (add) $N/A
H. Remote Start (add) $425.00
I. Service package(s) (add) $N/A
J. Tint – Window: Darker than factory standard, must adhere to state law (add) $150.00
K. Warranty, factory, zero dollar (0) deductible **5 Year/ 100,000 mile** (add) $N/A
L. Wheel locks (add) $89.00
M. Engine Other: **5.7 Hemi** (add) $2,200.00
N. Trailer Tow Group (add) $895.00
O. Blind Spot Detection (add) $695.00
P. Chrome Appearance (add) $995.00
<table>
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<td>Make: RAM Wheel base: 114</td>
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I. Service package(s) (add) $N/A
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K. Warranty, factory, zero dollar (0) deductible 5 Year/100,000 mile (add) $N/A
L. Wheel locks (add) $89.00
M. Engine Other: 5.7 Hemi (add) $2,200.00
N. Trailer Tow Group (add) $895.00
O. Blind Spot Detection (add) $695.00
P. Chrome Appearance (add) $995.00

***2 Awarded Items Total***