

**MODIFICATION #4
TO
CONTRACT NUMBER PPEA-SOA 2011-07-22-AA
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
BLOSSMAN GAS, INC.**

This MODIFICATION #4 is an Agreement between the Commonwealth of Virginia, Department of General Services, hereinafter referred to as "State" or "Commonwealth" or "DGS" and Blossman Gas, Inc., hereinafter referred to as "Contractor", relating to Contract PPEA-SOA 2011-07-22-AA, with an effective date of October 2, 2012, hereinafter referred to as the "Contract" or "Agreement". This Modification # 3 is hereby incorporated into and made an integral part of Contract PPEA-SOA 2011-07-22-AA.

The purpose of this Modification #4 is to document both parties' agreement to replace and update Exhibit F, entitled "*Pricing for Vehicle Conversion Services*" Changes are effective immediately upon the final execution of this Modification #3.

REFERENCE: Contract PPEA-SOA 2011-07-22-AA, Exhibit D, Terms and Conditions #9, entitled "Changes to the Contract":

- 1) Exhibit F, entitled "*Pricing for Vehicle Conversion Services*" is hereby replaced with the attached updated and revised Exhibit F, attached hereto and incorporated herein. The replacement Exhibit F updates pricing for bi-fuel PRINS Vapor Sequential Injection (VSI) Systems. Exhibit F previously incorporated is hereby deleted, and made null and void.

The foregoing is the complete and final expression of the parties' agreement to modify Contract PPEA-SOA 2011-07-22-AA and cannot be modified, except by a writing signed by the duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE

BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

BLOSSMAN GAS, INC

BY:

NAME: DAVID M. FINDER
(PRINTED)

TITLE: NATIONAL ENERGY PROGRAMS MGR

DATE: 5/9/2016

COMMONWEALTH OF VIRGINIA

BY:

NAME: K.C. McCullough
(PRINTED)

TITLE: Director - CPD Procurement

DATE: 5/12/2016

Exhibit F
Pricing for Vehicle Conversion Services

Contractor agrees to provide aftermarket vehicle conversion services for vehicles purchased by Public Bodies. Conversion kits are available from various manufacturers.

1. Aftermarket conversions will only be done on vehicles in which contractor or manufacturer of record holds EPA certifications. Converted vehicles will meet U.S. Government Standards for sale in the Commonwealth of Virginia. EPA Emissions Certification is available upon request. A listing of EPA certified vehicle conversions will be maintained and updated on Contractors or subcontractor websites:

- www.allianceautogas.com
- www.roushcleanteach.com
- www.cleanfuelusa.com

2. Warranty: Vehicle conversions shall not impact applicable manufacturer warranties upon the vehicles. Contractor warrants that all materials and equipment related to a vehicle conversion shall be fully guaranteed against defects in material, workmanship, and operate in accordance with all original equipment manufacturer (OEM) operating standards and performance specifications for a period of three (3) years or 30,000 miles, whichever comes first, following the date the converted vehicle is received by the Public Body from the Contractor after the vehicle conversion is completed. Should any defect be noted by the Public Body, then the Public Body will notify the Contractor of such defect or non-conformance. Such notification will state that the Contractor shall replace or correct the defect or non-conformance issue. The Contractor shall correct or replace equipment, at no cost to the Public Body, which shall be subject to all provisions of this clause to the same extent as the equipment initially delivered. If the Contractor refuses to replace or correct the deficiency, or fails to replace or correct after three tries, then the Public Body may have the equipment corrected or replaced with similar items and charge the Contractor for the costs.

3. Vehicle Publications: The Contractor must furnish the following with each conversion (1 copy each per vehicle):

- New Vehicle Warranty Information Manual
- New Vehicle Owner's Manual
- Manufacturer's Statement of Origin (MSO)
- Delayed Warranty Start Form, and any other such documents as necessary for delivery

4. Vehicle Delivery Schedule: The Public Body and Contractor shall discuss and develop a delivery schedule for completion of all conversion services prior to issuance of a purchase order.

5. Pricing includes shipping/transportation, pick-up from the Public Body's site and delivery to the Contractor's conversion site, then transport back to the Public Body site once conversion is complete. Pricing also includes all labor for the conversion, as well as labor, parts, and materials to install and make operational the conversion to comply with all vehicle warranty requirements and specifications.

6. Bi-fuel Prins Vapor Sequential Injection Conversions: The bi-fuel PRINS Vapor Sequential Injection System is standard priced \$6,400 (July 1, 2013). To help meet the needs of the Commonwealth, Contractor agrees to provide bi-fuel PRINS Vapor Sequential Injection (VSI) Systems purchased during the applicable contract term at the rates listed below. This pricing is available for vehicles less than or equal to 9,500 GTW. Pricing shall be effective upon final execution of Modification #3 to Contract PPEA-SOA-2011-07-22-AA, and shall remain in effect until written notification and approval of both parties.

SYSTEM	PRICE
Prime VSI (bi-fuel) systems for various vehicle platforms as listed at http://www.allianceautogas.com/certifications	
*Includes any Prins VSI Conversion system with any tank configuration F.O.B. to any conversion center or Fleet Customer.	1. Standard System and Conversion: \$5,600.00 o Parts: \$4,100.00 o Labor: \$1,500.00
	2. Plug & Play System Conversion: \$5,600.00 o Parts: \$5,000.00 o Labor: \$600.00
	3. Copies of actual invoices to be provided to purchasing entities.
	5. Additional Charge for second tank: \$1,200.00
	6. Additional Charge for On-site install: \$200.00
	7. Additional Charge for Chevrolet Impala or Caprice install: \$200.00
	4. 5. Additional Charge for On-site install \$200.00

* * If lift-gate at delivery location is required, there will be an additional \$100.00 charge.

7. Roush Clean Tech conversions:

(a) Ford E-150/250/350 E-series Passenger & Cargo Vans with gaseous prep package (91G) already installed

(1) 2009 & newer model year

(2) 5.4L 2V engine

(3) Pricing for conversion:

SYSTEM	PRICE
<ul style="list-style-type: none"> E-150/250/350 to 25 usable gallon mid-ship tank or 46 Gallon interior <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Ford SRW cutaway with 9600 GVWR 	\$10,950.00

(4) Comments:

i. The Ford E-150/250/350 passenger & cargo van will be replaced with the full sized Ford Transit van in the fall of 2013. Contractor will offer a dedicated liquid propane conversion for the full sized Transit van that will be available at Ford's launch of the vehicle. Contractor will continue to offer the conversion package for the E-150/250/350 after the introduction of the full sized Transit van.

ii. Pricing for the liquid propane injection system for the full sized Transit van will be available in summer of 2013. At that time, the Department and Contractor will negotiate a price for the injection system.

(b) Ford F-250/350 F-series pick-up trucks and chassis cabs with gaseous prep package:

(1) 2012 & newer model year

(2) 6.2L V8 engine

(3) Pricing for conversion:

SYSTEM	PRICE
F-250/350 to 23 usable gallon mid-ship tank	\$11,050.00
F-250/350 to 43 usable gallon in-bed/service body tank	\$10,350.00

(c) Ford E-450 Dual Rear Wheel Cutaway with gaseous prep package (91G):

(1) 2009 & newer model year

(2) 6.8L 2V V10 engine

(3) Pricing for conversion:

SYSTEM	PRICE
<ul style="list-style-type: none"> E450 to 41 usable gallon (aft rear axle & below frame rail) <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Micro Bird Type A school bus 	\$14,050.00

(4) Comments:

- i. System will work with 158", 176" or stretched wheelbase applications
- ii. System will work with dual axle applications (i.e. shuttle buses)
- iii. System qualifies for FTA funding

(d) Ford 2011 & newer F-450/550 chassis cabs with 6.8L 3V engine: product pricing and available tank configurations will be available in Q1 2013.

(e) Ford 2012 & newer F-650 chassis cab with 6.8L 3V engine: product pricing and available tank configurations will be available in Q1 2013.

(f) Roush CleanTech Liquid Propane Injection System is Ford Alt Fuel QVM approved. The base Ford vehicle warranty remains in effect and Blossman will provide the RCT warranty on propane fuel system components.

(g) Ford ship-thru is available on all products

8. Clean Fuel USA conversions:
GM vehicle after-market conversions:

SYSTEM	PRICE
GM 4500 (aftermarket conversion)	\$10,500.00- installed in vehicles which already have the requisite hardened valves. Additional \$3,000.00 for vehicles that require hardening of valves that require hardening of valves prior to conversion.
Additional vehicle makes and models (e.g. school bus model)	To be agreed upon by Contactor and the Department

9. Initial Conversions for Department

Upon execution of the Comprehensive Agreement, the Contractor shall provide conversion services for two (2) 2012 Ford F-250 (6.2L V8) vehicles provided by the Department. Conversions shall be completed 90 days after the receipt by the Contractor of an order from the Department to proceed with the conversion.

- (a) The Office of Fleet Management Services shall be responsible for the transportation of the two vehicles to the Contractor's conversion site.
- (b) The Contractor shall complete the conversions, transport the vehicles to the Office of Fleet Management in Richmond, Virginia, and provide training on the use of the vehicles.
- (c) Vehicles may be either converted to bi or mono fuel solutions. This will be at the Contractor's discretion.
- (d) Price to the Department for the Contractor to complete conversion for these two Ford F-250 vehicles shall not exceed \$3,000 per vehicle.