

TOWN OF VIENNA

MEMORANDUM

TO: Michael Gallagher, Director of Public Works

FROM: Craig Schlemmer, Vehicle Maintenance Superintendent

CC: Dave Donahue, Deputy Director of Public Works; Gina Gilpin, Purchasing Agent; Katrina Pruitt, Public Works Assistant

DATE: August 27, 2018

SUBJECT: Vehicle Replacement Pickup #82



Due for replacement according to the Vehicle Replacement Program (VRP) is pickup #82 under the Water & Sewer Division on page 9. Colonial Fords was award the eVa Contract #E194-73326 for 2019 Ford F-150 pickup trucks.

I recommend we purchase one F-150 4X2 long bed pickup with the following options:

(FIC) 2019 Ford F150 regular cab, long bed, 4X2	\$21,360.00
Power Equipment Group	902.10
Daytime Running Lights	41.85
Spray in Bedliner	553.35
Stationary Toolbox	875.00
Delivery	117.00
Total	\$23,849.30

The VRP estimated cost is \$29,062; the actual total cost is \$23,849.30.

Water & Sewer Division															
Vehicle #	Description	Age	Useful Life	Mileage	Cost Per Mile	FYE 2019	FYE 2020	FYE 2021	FYE 2022	FYE 2023	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
30	1 Ton	6	15 years	14,497	1.3704										87,784
31	Utility Truck	5	12 years	23,323	0.7203								75,589		
35	Pickup	8	12 years	51,260	0.4263						39,300				
43	Pickup	10	10 years	59,326	0.2876		22,132								
44	Pickup	5	10 years	12,373	0.2539						25,537				
46	Pickup	12	10 years	108,737	0.3393										31,601
47	Pickup	8	10 years	63,057	0.3240			26,982							
49	Sewer Jet	13	15 years	18,121	5.9513			466,430							
66	Sewer Rodder	11	10 years	40,509	0.7579	252,587									
67	TV Van	1	15 years	577	0.0642										
69	SUV	1	10 years	231	-										31,601
71	Pickup	4	6 years	34,982	0.2253			30,557						37,608	
82	Pickup	9	10 years	65,740	0.3667	29,062									
86	2 Ton	1	12 years	4,321	0.2736										
89	2 Ton	10	12 years	36,074	0.7665				120,542						
216	Air Comp.	2	14 years	65**	4.1322										
260	Backhoe	4	12 years	1426**	7.4292									182,298	
274	Light Tower	10	20 years	147**	10.2831										
277	Roller	16	12 years	444**	17.9834		52,528								
278	Trailer	16	12 years	-											
Water & Sewer Totals						281,649	74,660	523,968	120,542	0	64,837	0	75,589	219,906	150,985

* Replacement is on order

** Hours

Vehicle Configurator Contract #: E194-73326 eVA Commodity: Contract Line 2: 1/2 Ton Pickup Truck, Regular Cab, Long bed, Gas 4x2, Flex Fuel , eVA Vendor: Colonial Ford Truck Sales, Inc.													
	UNIT PRICE		QUANTITY EA Base Vehicle and Unique Options # 1		QUANTITY EA Base Vehicle and Unique Options # 2		QUANTITY EA Base Vehicle and Unique Options # 3		QUANTITY EA Base Vehicle and Unique Options # 4		QUANTITY EA Base Vehicle and Unique Options # 5		QUANTITY EA Base Vehicle and Unique Options # 6
THIS SPREADSHEET IS SOLEY FOR REFERENCE/INTERNAL PURPOSES. PLEASE ENTER THE ORDER THROUGH THE eVA PUNCH OUT CATALOG													
Base Vehicle: 2019 Ford F150 (FIC)	\$ 21,360.00	1	\$ 21,360.00		\$ -		\$ -		\$ -		\$ -		\$ -
5.0L FFV V.8	\$ 1,855.35		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.7L Eco Boost	\$ 925.35		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Power Windows Power Locks (Power Equipment Group)	\$ 902.10	1	\$ 902.10		\$ -		\$ -		\$ -		\$ -		\$ -
Bedliner, Plastic, Drop in	\$ 325.50		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Rear Window Defogger; Requires Privacy Glass	\$ 204.60		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
eLocking Rear Axle	\$ 530.10		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Privacy Glass, rear quarters and back window (Requires rear window defogger option)	\$ 93.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Service Manual with Wiring Diagram	\$ 250.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Daytime Running Lights	\$ 41.85	1	\$ 41.85		\$ -		\$ -		\$ -		\$ -		\$ -
Spray in bedliner	\$ 553.35	1	\$ 553.35		\$ -		\$ -		\$ -		\$ -		\$ -
Stationary Toolbox	\$ 875.00	1	\$ 875.00		\$ -		\$ -		\$ -		\$ -		\$ -
Carpeted flooring includes vinyl floor mats (vinyl flooring is standard)	\$ 283.65		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Carpeting	\$ 134.85		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Trailer Tow Mirror w/ LED Side-Mirror Spotlights - Requires Power Equipment Group, 5.0 engine, RR defogger, privacy glass	\$ 530.10		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Black Platform Running Boards	\$ 232.50		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Fog Lamps	\$ 130.20		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Extended Range Fuel Tank	\$ 413.85		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Reverse Sensing System	\$ 255.75		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Sync	\$ 390.60		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Trailer Brake Controller - 67T	\$ 255.75		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Standard Color Option: Stone Gray - D1	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Standard Color Option: Agate Black - UM	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Standard Color Option: Magnetic Metallic - J7	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Standard Color Option: Velocity Blue - E7	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Standard Color Option: Blue Jeans Metallic - N1	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Standard Color Option: Race Red - PQ	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Standard Color Option: Ingot Silver Metallic - UX	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Standard Color Option: Oxford White - YZ	\$ -	1	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Standard Color Option: Green Gem Metallic - W6 (contact dealer)	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Standard Color Option: Vermillion Red - E4 (contact dealer)	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Additional Delivery Charges: Note-50 Miles are included in the base price of each vehicle. Only enter miles in excess of 50. Additional Cost for Delivery Beyond Included Miles at 1.80 per mile. Enter the Number of miles in excess of the included miles.	\$ 1.80	65	\$ 117.00		\$ -		\$ -		\$ -		\$ -		\$ -
Total Cost for Each Base Vehicle Plus Options:		1 ea	\$ 23,849.30	1 ea	#DIV/0!	1 ea	#DIV/0!	1 ea	#DIV/0!	1 ea	#DIV/0!	1 ea	#DIV/0!
Total Cost for All Base Vehicles Plus Options:		1	\$ 23,849.30	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
ALL STATE AGENCIES & ALL PUBLIC BODIES: NO ADDITIONAL OPTIONS MAY BE ORDERED. NO OTHER OPTIONS ARE AVAILABLE ON THIS CONTRACT.										Grand Total for Order: \$ 23,849.30			
Enter Color and Other Information or Instructions in Yellow Block to the Right													
Use this spread sheet to configure your vehicle. You will only need to use a separate column if you are ordering multiple vehicles with different options. The only thing you need to enter into the spread sheet are the quantity numbers for the base vehicle and each option you want to order. This information is entered in the yellow column. The only time you need to use more than one column is when you are ordering multiple vehicles with different options. When you are done save the spreadsheet to your hard drive. Log into to eVA. When you get to the add items page click on the non-catalog tab. Enter your description as follows. Pickup Truck(s) per contract <Enter Contract Number>. See attached spread sheet. When you get to the comments section of the requisition, check the attach comments box and select the attach file option and attach this spread sheet as your attached file.						For Dealers: This spread sheet was designed so that ordering agencies can give you a break out of vehicles for your purchase order. You need to read this spread sheet by columns. Each of the columns allows an agency to order multiple vehicles with different option packages and gives you totals for each.							



COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
PO Box 1199
RICHMOND, VA 23218-1199

Notice of Contract

CONTRACT # E194-73326

Includes Modification #6

Contract Title: 1/2, 3/4 Ton Pickup Trucks, Flex Fuel

Line items #1 through 7

1	DATE:	March 23, 2018
2	CONTRACT PERIOD:	April 1, 2018 – March 31, 2019
3	SUPERSEDES:	N/A
4	AUTHORIZED USERS:	All Commonwealth of Virginia State Agencies and Public Bodies
5	CONTRACTOR'S eVA VENDOR ID#:	C12226
6	CONTRACTOR	Colonial Ford Truck Sales
7	CONTRACTOR CONTACT	Raymond Bunch
8	TERMS	Net 30
9	DELIVERY	90 Days ARO
10	F.O.B.	Destination
11	CONTRACT PRICES	See Contract
12	DPS CONTRACT OFFICER	Name: Dell Forehand, VCO Phone: (804) 786-4068 Email: Orsdell.Forehand@dgs.virginia.gov

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES ARE AVAILABLE ON THE DPS WEBSITE: www.eva.virginia.gov under the State Contracts webpage

AUTHORIZED USERS: This contract is the result of a competitive negotiation program and its use is **Mandatory** for all **STATE AGENCIES** (unless otherwise indicated in item 4 above) and **Optional** for other public bodies and entities authorized to use the contract by the *Code of Virginia* § 2.2-1120(D), to include private institutions of higher education **chartered** in Virginia **and** granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, in the purchase of any commodity listed herein.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343, or against a bidder or offeror because of race, religion, color, sex national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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1. CONTRACTOR INFORMATION

Contractor Name	eVA Vendor ID#	Location Address	Contact Information (Name, Phone, Fax and Email)
Colonial Ford Truck Sales, Inc.	C12344	1833 Commerce Road Richmond, VA 23224	Raymond Bunch Phone: (804) 232-3492 Fax: (804) 230-1932 Email: rbunch@colonialtruck.com

2. GENERAL INSTRUCTIONS

1. **Purchase orders, with the attached vehicle configuration spreadsheets, will be submitted to the contractor via the Commonwealth of Virginia's electronic procurement system, also known as Eva. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in Eva executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions may use this contract only if the orders are placed through Eva.**
 2. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia City, county, town or political subdivision.
 3. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Form "Complaint to State Vendor" (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, is available from the Division of Purchases and Supply website www.dgs.state.va.us (Click on DPS icon, click on DPS forms).
 4. **Renewals: One (1), one-year renewal remain.** The decision as to whether to exercise the next renewal option will be made by the contract officer approximately four to six months in advance of the expiration date of the current term.
 5. Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS.
 6. This contract was bid by the vendor with the understanding that the contractor is not required to maintain an inventory of vehicles for this contract. The contractor factory orders the vehicles. Thus, purchasers are encouraged to order vehicles early in the contract cycle. The build out date is the last date that a contractor can order a vehicle. This date is sometimes adjusted by the manufacturer due to production changes. Please check the build out date before ordering.
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3. ADDITIONAL INFORMATION

1. **VEHICLE EXTERIOR COLOR CHOICE:** MAKE SURE THAT THE VEHICLE EXTERIOR COLOR CHOICE IS STATED ON BOTH THE PURCHASE ORDER AND THE VEHICLE CONFIGURATOR SPREADSHEET. If exterior color choices are not listed on either the contract document and/or the spreadsheet, contact the contractor (dealer) for information on available manufacturer's standard colors. Check the emailed CONTRACTOR GENERATED ORDER CONFIRMATION immediately upon receipt, to make sure the correct exterior color has been confirmed. CONTACT CONTRACTOR (DEALER) IMMEDIATELY IF EXTERIOR COLOR CHOICE IS INCORRECT ON CONFIRMATION.
2. **CONTRACTOR GENERATED ORDER CONFIRMATION:** Check this confirmation IMMEDIATELY, upon receipt and contact contractor (dealer) immediately if anything is incorrect.
3. **NIGP Commodity Code:** The NIGP Commodity Code for all vehicles on this contract is 07202, "Class 2 Trucks (6,001 – 10,000 lb. GVWR)".
4. If you need to **cancel an order**, cancel it early in the process. After a vehicle has been ordered for a short time (usually about 10 days), the manufacturer will not accept a cancellation. Note: This does not apply to dealer in-stock orders. The contractor shall honor all delivery dates quoted for in-stock purchase orders.
5. **Order Cut-Off Date:** The order cut-off date is found on the eVA website www.eva.virginia.gov under "State Contracts" under the contract number in the "Vehicles" section. This date is the last day to place orders for the vehicles on this contract.
6. **All orders must be placed through the punch out catalog and current pricing with options.** The spreadsheets are for budget planning only and not for order placement.

4. TECHNICAL SPECIFICATIONS

COMMONWEALTH OF VIRGINIA Department of General Services Division of Purchases and Supply

ORIGINAL IFB E194-1648 SPECIFICATIONS

***See order spreadsheet and punch out catalog for current model pricing**

This specification is for 2015 or current year model, Half Ton and $\frac{3}{4}$ Ton Pickup Trucks. The specifications are written to meet the needs of the Commonwealth of Virginia; however, the contract resulting from this proposal will be made available for use by all state agencies, institutions of higher education, public bodies and other entities authorized to use the contract by the Code of Virginia or any other entities as mutually agreed to by all parties.

The requirements below are for the base vehicle. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer for the vehicle which the bidder proposes to furnish. The only source of information in determining whether or not the equipment is specifically advertised for the vehicle being offered shall be the manufacturer's published vehicle literature.

Any equipment called for in these specifications which is not listed by the manufacturer as standard or optional for the model being offered is subject to buyer approval.

NOTE: Not all equipment required by this specification is factory installed. Certain items are not available from the Manufacturer. It is your responsibility to review the specifications in detail to insure that you have outside sources of supply where necessary and the capability to fulfill the dealer installation for these items.

Vehicles and equipment must conform to the requirements set forth below. Minimum requirements are stated for certain equipment and may be exceeded, subject to buyer approval.

Line 1: ONE-HALF TON PICKUP TRUCK, REGULAR CAB, LONG BED, 4 X 4

Item No.	Feature	Description
1	Model:	2016 or current year model, New, Full Size $\frac{1}{2}$ Ton Pickup Truck, Regular Cab, Long Bed, 4 x 4
2	GVWR:	6000 lbs minimum, Not to exceed 7250 lbs maximum
3	Wheelbase:	132.0" minimum
4	Engine:	Minimum Six (6) Cylinder, Flexible Fuel Engine
5	Axle/Springs/Fr ame:	As required for vehicle GVWR

6	Transmission	Automatic Transmission
7	Transmission Cooling:	Auxiliary air to oil transmission cooler as available from the manufacturer or dealer
8	Steering:	Power steering, adjustable tilt-wheel
9	Brake System:	Anti-lock Braking System (ABS)
10	Restraint system:	Front driver and front passenger air bags required
11	Body:	Double wall Straight side body, minimum 8 ft. bed length Rear step bumper
12	Fuel System:	Manufacturer's standard fuel tank
13	Tires:	Manufacturer's standard tire. All primary tires and wheels shall be identical (i.e., no cross brands or models). Each vehicle shall be equipped with a full-size spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.
14	Mirrors:	Manufacturer's standard right/left exterior mirrors, for towing pkg.
15	Radio:	AM/FM Stereo
16	Air Conditioning:	Manufacturer's standard factory installed air conditioner
17	Windshield Wipers:	Electric, two speed, with intermittent wipe and washer system
18	Glass:	All glass shall be standard factory tinted
19	Rear Window:	Fixed
20	Instrumentation:	Factory installed gauges and dome light. Cruise Control
21	Towing:	Tow Package including Class III receiver and HD Flasher. Locking or limited slip rear differential. Skid Plates
22	License plate bracket:	Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.
23	Keys:	Two (2) complete sets of keys shall be furnished with each vehicle. If applicable, provide vehicle key codes.
24	Color:	Manufacturer's standard colors

Line 2: ONE-HALF TON PICKUP TRUCK, REGULAR CAB, LONG BED, 4 X 2

Item No.	Feature	Description
1	Model:	2016 or current year model, New, Full Size ½ Ton Pickup Truck, Regular Cab, Long Bed, 4 x 2
2	GVWR:	6000 lbs minimum, Not to exceed 7250 lbs maximum
3	Wheelbase:	132.0" minimum
4	Engine:	Minimum Six (6) Cylinder, Flexible Fuel Engine
5	Axle/Springs/Fr ame:	As required for vehicle GVWR
6	Transmission	Automatic Transmission
7	Transmission Cooling:	Auxiliary air to oil transmission cooler as available from the manufacturer or dealer
8	Steering:	Power steering, adjustable tilt-wheel
9	Brake System:	Anti-lock Braking System (ABS)
10	Restraint system:	Front driver and front passenger air bags required
11	Body:	Double wall Straight side body, minimum 8 ft. bed length

		Rear step bumper
12	Fuel System:	Manufacturer's standard fuel tank
13	Tires:	Manufacturer's standard tire. All primary tires and wheels shall be identical (i.e., no cross brands or models). Each vehicle shall be equipped with a full-size spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.
14	Mirrors:	Manufacturer's standard right/left exterior mirrors, for towing pkg.
15	Radio:	AM/FM Stereo
16	Air Conditioning:	Manufacturer's standard factory installed air conditioner
17	Windshield Wipers:	Electric, two speed, with intermittent wipe and washer system
18	Glass:	All glass shall be standard factory tinted
19	Rear Window:	Fixed
20	Instrumentation:	Factory installed gauges and dome light. Cruise Control
21	Towing:	Tow Package including Class III receiver and HD Flasher.
22	License plate bracket:	Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.
23	Keys:	Two (2) complete sets of keys shall be furnished with each vehicle. If applicable, provide vehicle key codes.
24	Color:	Manufacturer's standard colors

Line 3: ONE-HALF TON PICKUP TRUCK, EXTENDED CAB, SHORT BED, 4 X 4

Item No.	Feature	Description
1	Model:	2016 or current year model, New, Full Size ½ Ton Pickup Truck, 4x4 Extended Cab, Short Bed
2	GVWR:	6000 lbs minimum, not to exceed 7250 lbs maximum
3	Wheelbase:	140.0" minimum
4	Engine:	Minimum six (6) Cylinder, Flexible Fuel Engine
5	Axle/Springs/Fr ame:	As required for vehicle GVWR
6	Transmission	Automatic Transmission
7	Transmission Cooling:	Auxiliary air to oil transmission cooler as available from the manufacturer or dealer
8	Steering:	Power steering, adjustable tilt-wheel
9	Brake System:	Anti-lock Braking System (ABS)
10	Restraint system:	Front driver and front passenger air bags required
11	Body:	Double wall Straight side body, minimum 6 ft. Bed Length Rear step bumper
12	Fuel System:	Manufacturer's standard fuel tank
13	Tires:	Manufacturer's standard tire. All primary tires and wheels shall be identical (i.e., no cross brands or models). Each vehicle shall be equipped with a full-size spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.
14	Mirrors:	Manufacturer's standard right/left exterior mirror, for towing pkg.
15	Radio:	AM/FM Stereo

16	Air Conditioning:	Manufacturer's standard factory installed air conditioner
17	Windshield Wipers:	Electric, two speed, with intermittent wipe and washer system
18	Glass:	All glass shall be standard factory tinted
19	Rear Window:	Fixed
20	Instrumentation:	Factory installed gauges and dome light. Cruise Control
21	Towing:	Tow Package including Class III receiver and HD Flasher. Locking or limited slip rear differential. Skid Plates
22	License plate bracket:	Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.
23	Keys:	Two (2) complete sets of keys shall be furnished with each vehicle. If applicable, provide vehicle key codes.
24	Color:	Manufacturer's standard colors

Line 4: ONE-HALF TON PICKUP TRUCK, EXTENDED CAB, SHORT BED, 4 X 2

Item No.	Feature	Description
1	Model:	2016 or current year model, New, Full Size ½ Ton Pickup Truck, 4x2 Extended Cab, Short Bed
2	GVWR:	6000 lbs minimum, not to exceed 7200 lbs maximum
3	Wheelbase:	140.0" minimum
4	Engine:	Minimum six (6) Cylinder, Flexible Fuel Engine
5	Axle/Springs/F frame:	As required for vehicle GVWR
6	Transmission	Automatic Transmission
7	Transmission Cooling:	Auxiliary air to oil transmission cooler as available from the manufacturer or dealer
8	Steering:	Power steering, adjustable tilt-wheel
9	Brake System:	Anti-lock Braking System (ABS)
10	Restraint system:	Front driver and front passenger air bags required
11	Body:	Double wall Straight side body, minimum 6 ft Bed Length Rear step bumper
12	Fuel System:	Manufacturer's standard fuel tank
13	Tires:	Manufacturer's standard tire. All primary tires and wheels shall be identical (i.e., no cross brands or models). Each vehicle shall be equipped with a full-size spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.
14	Mirrors:	Manufacturer's standard right/left exterior mirrors, for towing pkg.
15	Radio:	AM/FM Stereo
16	Air Conditioning:	Manufacturer's standard factory installed air conditioner
17	Windshield Wipers:	Electric, two speed, with intermittent wipe and washer system
18	Glass:	All glass shall be standard factory tinted
19	Rear Window:	Fixed
20	Instrumentation:	Factory installed gauges and dome light. Cruise Control
21	Towing:	Tow Package including Class III receiver and HD Flasher.

22	License plate bracket:	Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.
23	Keys:	Two (2) complete sets of keys shall be furnished with each vehicle. If applicable, provide vehicle key codes.
24	Color:	Manufacturer's standard colors

Line 5: ONE HALF TON PICKUP TRUCK, 4 DOOR CREW CAB, SHORT BED, 4X4, FLEX FUEL

Item No.	Feature	Description
1	Model:	2016 or current year model, New, Full Size ½ Ton Pickup Truck, 4 door Crew Cab, Short Bed, 4 x 4 – Flex Fuel
2	GVWR:	Not to exceed 7250 lbs
3	Wheelbase:	140.0" minimum
4	Engine:	Minimum Six (6) Cylinder, Flexible Fuel Engine
5	Axle/Springs/Fr ame:	As required for vehicle GVWR
6	Transmission	Automatic Transmission
7	Transmission Cooling:	Auxiliary air to oil transmission cooler as available from the manufacturer or dealer
8	Steering:	Power steering, adjustable tilt-wheel
9	Brake System:	Anti-lock Braking System (ABS)
10	Restraint system:	Front driver and front passenger air bags required
11	Body:	Double wall Straight side body, minimum 5ft.6in. Bed Length Rear step bumper
12	Fuel System:	Manufacturer's standard fuel tank
13	Tires:	Manufacturer's standard tire. All primary tires and wheels shall be identical (i.e., no cross brands or models). Each vehicle shall be equipped with a full-size spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.
14	Mirrors:	Manufacturer's standard right/left exterior mirrors, for towing pkg.
15	Radio:	AM/FM Stereo
16	Air Conditioning:	Manufacturer's standard factory installed air conditioner
17	Windshield Wipers:	Electric, two speed, with intermittent wipe and washer system
18	Glass:	All glass shall be standard factory tinted
19	Rear Window:	Fixed
20	Instrumentation:	Factory installed gauges and dome light. Cruise Control
21	Towing:	Tow Package including Class III receiver and HD Flasher.
22	License plate bracket:	Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.
23	Keys:	Two (2) complete sets of keys shall be furnished with each vehicle. If applicable, provide vehicle key codes.
24	Color:	Manufacturer's standards

Line 6: ONE HALF TON PICKUP TRUCK, 4 DOOR CREW CAB, SHORT BED, 4X2, FLEX FUEL

Item No.	Feature	Description
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1	Model:	2016 or current year model, New, Full Size ½ Ton Pickup Truck, 4x2 4 door Crew Cab, Short Bed,— Flex Fuel
2	GVWR:	Not to exceed 7250 lbs
3	Wheelbase:	140.0" minimum
4	Engine:	Minimum Six (6) Cylinder, Flexible Fuel Engine
5	Axle/Springs/F rame:	As required for vehicle GVWR
6	Transmission	Automatic Transmission
7	Transmission Cooling:	Auxiliary air to oil transmission cooler as available from the manufacturer or dealer
8	Steering:	Power steering, adjustable tilt-wheel
9	Brake System:	Anti-lock Braking System (ABS)
10	Restraint system:	Front driver and front passenger air bags required
11	Body:	Double wall Straight side body, minimum 5ft.6in. Bed Length Rear step bumper
12	Fuel System:	Manufacturer's standard fuel tank
13	Tires:	Manufacturer's standard tire. All primary tires and wheels shall be identical (i.e., no cross brands or models). Each vehicle shall be equipped with a full-size spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.
14	Mirrors:	Manufacturer's standard right/left exterior mirrors, for towing pkg.
15	Radio:	AM/FM Stereo
16	Air Conditioning:	Manufacturer's standard factory installed air conditioner
17	Windshield Wipers:	Electric, two speed, with intermittent wipe and washer system
18	Glass:	All glass shall be standard factory tinted
19	Rear Window:	Fixed
20	Instrument- ation:	Factory installed gauges and dome light. Cruise Control
21	Towing:	Tow Package including Class III receiver and HD Flasher.
22	License plate bracket:	Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.
23	Keys:	Two (2) complete sets of keys shall be furnished with each vehicle. If applicable, provide vehicle key codes.
24	Color:	Manufacturer's standard colors

Line 7: THREE QUARTER TON PICKUP TRUCK, REGULAR CAB, LONG BED, 4 X 4

Item No.	Feature	Description
1	Model:	2016 or current year model, New, Full Size ¾ Ton Pickup Truck, Regular Cab, Long Bed, 4 x 4
2	GVWR:	9,000 lbs. minimum, Not to exceed 10,200 lbs. maximum
3	Wheelbase:	132.0" minimum
4	Engine:	Eight (8) Cylinder, Flexible Fuel Engine
5	Axle/Springs/F rame:	As required for vehicle GVWR
6	Transmission	Automatic Transmission
7	Transmission Cooling:	Auxiliary air to oil transmission cooler as available from the manufacturer or dealer
8	Steering:	Power steering, adjustable tilt-wheel

9	Brake System:	Anti-lock Braking System (ABS)
10	Restraint system:	Front driver and front passenger air bags required
11	Body:	Double wall Straight side body, minimum 8 ft. bed length Rear step bumper
12	Fuel System:	Manufacturer's standard fuel tank
13	Tires:	Manufacturer's standard tire. All primary tires and wheels shall be identical (i.e., no cross brands or models). Each vehicle shall be equipped with a full-size spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.
14	Mirrors:	Manufacturer's standard right/left exterior mirrors, for towing pkg.
15	Radio:	AM/FM Stereo
16	Air Conditioning:	Manufacturer's standard factory installed air conditioner
17	Windshield Wipers:	Electric, two speed, with intermittent wipe and washer system
18	Glass:	All glass shall be standard factory tinted
19	Rear Window:	Fixed
20	Instrumentation:	Factory installed gauges and dome light. Cruise Control
21	Towing:	Tow Package including Class III receiver and HD Flasher. Locking or limited slip rear differential. Skid Plates
22	License plate bracket:	Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.
23	Keys:	Two (2) complete sets of keys shall be furnished with each vehicle. If applicable, provide vehicle key codes.
24	Color:	Manufacturer's standard colors

Line 8: THREE QUARTER TON PICKUP TRUCK, REGULAR CAB, LONG BED, 4 X 2

Item No.	Feature	Description
1	Model:	2016 or current year model, New, Full Size ¾ Ton Pickup Truck, Regular Cab, Long Bed, 4 x 2
2	GVWR:	9,000 lbs minimum, Not to exceed 10,200 lbs maximum
3	Wheelbase:	132.0" minimum
4	Engine:	Eight (8) Cylinder, Flexible Fuel Engine
5	Axle/Springs/Fr ame:	As required for vehicle GVWR
6	Transmission	Automatic Transmission
7	Transmission Cooling:	Auxiliary air to oil transmission cooler as available from the manufacturer or dealer
8	Steering:	Power steering, adjustable tilt-wheel
9	Brake System:	Anti-lock Braking System (ABS)
10	Restraint system:	Front driver and front passenger air bags required
11	Body:	Double wall Straight side body, minimum 8 ft. bed length Rear step bumper
12	Fuel System:	Manufacturer's standard fuel tank
13	Tires:	Manufacturer's standard tire. All primary tires and wheels shall be identical (i.e., no cross brands or models). Each vehicle shall be equipped with a full-size spare tire, jack and lug wrench. Spare tire

		may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.
14	Mirrors:	Manufacturer's standard right/left exterior mirrors, for towing pkg.
15	Radio:	AM/FM Stereo
16	Air Conditioning:	Manufacturer's standard factory installed air conditioner
17	Windshield Wipers:	Electric, two speed, with intermittent wipe and washer system
18	Glass:	All glass shall be standard factory tinted
19	Rear Window:	Fixed
20	Instrumentation:	Factory installed gauges and dome light. Cruise Control
21	Towing:	Tow Package including Class III receiver and HD Flasher.
22	License plate bracket:	Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.
23	Keys:	Two (2) complete sets of keys shall be furnished with each vehicle. If applicable, provide vehicle key codes.
24	Color:	Manufacturer's standard colors

Line 9:THREE QUARTER TON PICKUP TRUCK, EXTENDED CAB, SHORT BED, 4 X 4

Item No.	Feature	Description
1	Model:	2016 or current year model, New, Full Size ¾ Ton Pickup Truck, 4x4 Extended Cab, Short Bed
2	GVWR:	9,000 lbs. minimum, not to exceed 10,200 lbs. maximum
3	Wheelbase:	140.0" minimum
4	Engine:	Eight (8) Cylinder, Flexible Fuel Engine
5	Axle/Springs/Fr ame:	As required for vehicle GVWR
6	Transmission	Automatic Transmission
7	Transmission Cooling:	Auxiliary air to oil transmission cooler as available from the manufacturer or dealer
8	Steering:	Power steering, adjustable tilt-wheel
9	Brake System:	Anti-lock Braking System (ABS)
10	Restraint system:	Front driver and front passenger air bags required
11	Body:	Double wall Straight side body, minimum 6 ft. Bed Length Rear step bumper
12	Fuel System:	Manufacturer's standard fuel tank
13	Tires:	Manufacturer's standard tire. All primary tires and wheels shall be identical (i.e., no cross brands or models). Each vehicle shall be equipped with a full-size spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.
14	Mirrors:	Manufacturer's standard right/left exterior mirror, for towing pkg.
15	Radio:	AM/FM Stereo
16	Air Conditioning:	Manufacturer's standard factory installed air conditioner
17	Windshield Wipers:	Electric, two speed, with intermittent wipe and washer system
18	Glass:	All glass shall be standard factory tinted
19	Rear Window:	Fixed

20	Instrumentation:	Factory installed gauges and dome light. Cruise Control
21	Towing:	Tow Package including Class III receiver and HD Flasher. Locking or limited slip rear differential. Skid Plates
22	License plate bracket:	Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.
23	Keys:	Two (2) complete sets of keys shall be furnished with each vehicle. If applicable, provide vehicle key codes.
24	Color:	Manufacturer's standard colors

Line 10: THREE QUARTER TON PICKUP TRUCK, EXTENDED CAB, SHORT BED, 4 X 2

Item No.	Feature	Description
1	Model:	2016 or current year model, New, Full Size ¾ Ton Pickup Truck, 4x2 Extended Cab, Short Bed
2	GVWR:	9,000 lbs minimum, not to exceed 10,200 lbs maximum
3	Wheelbase:	140.0" minimum
4	Engine:	Eight (8) Cylinder, Flexible Fuel Engine
5	Axle/Springs/F frame:	As required for vehicle GVWR
6	Transmission	Automatic Transmission
7	Transmission Cooling:	Auxiliary air to oil transmission cooler as available from the manufacturer or dealer
8	Steering:	Power steering, adjustable tilt-wheel
9	Brake System:	Anti-lock Braking System (ABS)
10	Restraint system:	Front driver and front passenger air bags required
11	Body:	Double wall Straight side body, minimum 6 ft. Bed Length Rear step bumper
12	Fuel System:	Manufacturer's standard fuel tank
13	Tires:	Manufacturer's standard tire. All primary tires and wheels shall be identical (i.e., no cross brands or models). Each vehicle shall be equipped with a full-size spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.
14	Mirrors:	Manufacturer's standard right/left exterior mirrors, for towing pkg.
15	Radio:	AM/FM Stereo
16	Air Conditioning:	Manufacturer's standard factory installed air conditioner
17	Windshield Wipers:	Electric, two speed, with intermittent wipe and washer system
18	Glass:	All glass shall be standard factory tinted
19	Rear Window:	Fixed
20	Instrumentation:	Factory installed gauges and dome light. Cruise Control
21	Towing:	Tow Package including Class III receiver and HD Flasher.
22	License plate bracket:	Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.
23	Keys:	Two (2) complete sets of keys shall be furnished with each vehicle. If applicable, provide vehicle key codes.
24	Color:	Manufacturer's standard colors

Line 11: 3/4 TON PICKUP TRUCK, 4 DOOR CREW CAB, SHORT BED, 4X4, FLEX FUEL

Item No.	Feature	Description
1	Model:	2016 or current year model, New, Full Size 3/4 Ton Pickup Truck, 4 door Crew Cab, Short Bed, 4 x 4 – Flex Fuel
2	GVWR:	Not to exceed 10,400 lbs
3	Wheelbase:	145.0" minimum
4	Engine:	Eight (8) Cylinder, Flexible Fuel Engine
5	Axle/Springs/Fr ame:	As required for vehicle GVWR
6	Transmission	Automatic Transmission
7	Transmission Cooling:	Auxiliary air to oil transmission cooler as available from the manufacturer or dealer
8	Steering:	Power steering, adjustable tilt-wheel
9	Brake System:	Anti-lock Braking System (ABS)
10	Restraint system:	Front driver and front passenger air bags required
11	Body:	Double wall Straight side body, minimum 5ft.6in. Bed Length Rear step bumper
12	Fuel System:	Manufacturer's standard fuel tank
13	Tires:	Manufacturer's standard tire. All primary tires and wheels shall be identical (i.e., no cross brands or models). Each vehicle shall be equipped with a full-size spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.
14	Mirrors:	Manufacturer's standard right/left exterior mirrors, for towing pkg.
15	Radio:	AM/FM Stereo
16	Air Conditioning:	Manufacturer's standard factory installed air conditioner
17	Windshield Wipers:	Electric, two speed, with intermittent wipe and washer system
18	Glass:	All glass shall be standard factory tinted
19	Rear Window:	Fixed
20	Instrumentation:	Factory installed gauges and dome light. Cruise Control
21	Towing:	Tow Package including Class III receiver and HD Flasher.
22	License plate bracket:	Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.
23	Keys:	Two (2) complete sets of keys shall be furnished with each vehicle. If applicable, provide vehicle key codes.
24	Color:	Manufacturer's standards

Line 12: 3/4 TON PICKUP TRUCK, 4 DOOR CREW CAB, SHORT BED, 4X2, FLEX FUEL

Item No.	Feature	Description
1	Model:	2016 or current year model, New, Full Size ¾ Ton Pickup Truck, 4x2 4 door Crew Cab, Short Bed,— Flex Fuel
2	GVWR:	Not to exceed 10,400 lbs.
3	Wheelbase:	145.0" minimum
4	Engine:	Eight (8) Cylinder, Flexible Fuel Engine

5	Axle/Springs/F rame:	As required for vehicle GVWR
6	Transmission	Automatic Transmission
7	Transmission Cooling:	Auxiliary air to oil transmission cooler as available from the manufacturer or dealer
8	Steering:	Power steering, adjustable tilt-wheel
9	Brake System:	Anti-lock Braking System (ABS)
10	Restraint system:	Front driver and front passenger air bags required
11	Body:	Double wall Straight side body, minimum 5ft.6in. Bed Length Rear step bumper
12	Fuel System:	Manufacturer's standard fuel tank
13	Tires:	Manufacturer's standard tire. All primary tires and wheels shall be identical (i.e., no cross brands or models). Each vehicle shall be equipped with a full-size spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.
14	Mirrors:	Manufacturer's standard right/left exterior mirrors, for towing pkg.
15	Radio:	AM/FM Stereo
16	Air Conditioning:	Manufacturer's standard factory installed air conditioner
17	Windshield Wipers:	Electric, two speed, with intermittent wipe and washer system
18	Glass:	All glass shall be standard factory tinted
19	Rear Window:	Fixed
20	Instrument- ation:	Factory installed gauges and dome light. Cruise Control
21	Towing:	Tow Package including Class III receiver and HD Flasher.
22	License plate bracket:	Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.
23	Keys:	Two (2) complete sets of keys shall be furnished with each vehicle. If applicable, provide vehicle key codes.
24	Color:	Manufacturer's standard colors

5. TERMS AND CONDITIONS

SCOPE OF CONTRACT

This is a Contract between the Division of Purchases and Supply, Department of General Services, acting as an agent of the Commonwealth of Virginia ("Commonwealth" or "Department of General Services" or "DGS" or "Division of Purchases and Supply" or "DPS") and Colonial Ford Truck Sales, Inc. (the "Contractor" or "Colonial Ford") for the purchase of pickup trucks pursuant to the Commonwealth's Request For Proposal #E194-73326, dated September 15, 2014 (the "RFP") and the Contractor's proposal, dated November 3, 2014 in response thereto.

INTERPRETATION OF CONTRACT

As used in this Contract, "product" and "deliverables" shall include all related materials and documentation developed and provided in the performance of Contract, whether in machine-readable or printed form, and produced or provided pursuant to this Contract, or any order resulting from this Contract.

Headings are for reference purposes only and shall not be considered in construing this Contract.

The documents comprising this Contract, and their order of precedence in case of conflict, are: (1) this Contract, consisting of terms and conditions included herein, including all Attachments hereto; (2) all executed orders and Attachments referencing the Contract (3) the RFP #E194-73326 and (4) the Contractor's proposal submitted in response to the RFP. The foregoing documents represent the complete and final Contract of the parties with respect to the subject matter of this Contract.

If any term or condition of this Contract is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Contract shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

TERM

Initial term of this Contract shall be one year effective from March 15, 2015 through March 31, 2016. All orders and related documents shall survive the period of performance stated in this section until such time as all orders (executed prior to the expiration date of the Contract) have been completely performed.

RENEWAL OF CONTRACT

The Contract may be renewed for up to four (4) additional one (1) year successive periods under the terms and conditions of the original contract and upon mutual written agreement between the parties. Written notice of the Commonwealth's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period, of the Commonwealth's intent to renew the Contract.

PRICE ESCALATION-DE-ESCALATION

Discounts are to be considered the minimum for the entire term of the resulting contract. List price may be negotiated on an annual basis at the time of renewal. Price adjustments and/or discount adjustments may be permitted for changes in the Contractor's cost of materials or services. The Consumer Price Index and the Producer Price Index of the United States Department of Labor, Bureau of Labor Statistics will be used by the Commonwealth as a guide in reviewing any Rate/Price increase requests. Price escalation may be authorized during the initial two-year term at the first anniversary date and then annually only at the time of contract renewal and only

where verified to the satisfaction of the purchasing office. However, “across the board” price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

The Contractor shall document the amount of any general change in the price of materials. Documentation shall be supplied with the Contractor’s request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor’s suppliers. All changes in the prices and / or discounts applicable to the Commonwealth must be approved in writing by the Division of Purchases and Supply prior to implementation by the Contractor(s).

The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

At its sole discretion, the Commonwealth may permit price adjustments only at the time of Contract renewal, and only where verified to the satisfaction of the DPS Contracting Officer. The contract pricing for any renewal period following the Initial Term shall not exceed the lesser of:

- a) 3% of the contract pricing for the prior term or
- b) The contract pricing for the prior period, increased/decreased by more than the percentage increase/decrease of: U.S. Bureau of Labor Statistics (BLS) - Producer Price Index (PPI) for the latest twelve (12) month period for which statistics are available.

The following BLS table will be used for reference:

Trucks 14,000lbs and under (1411-0571). Producer price indexes for the net output of selected industries and their products, not seasonally adjusted Industry and product: Motor vehicle body manufacturing, Industry Code 336211.

(Access to BLS website URL is as follows: <http://www.bls.gov/web/ppi/ppitable11.pdf>)

ADDITION/DELETION OF PRODUCTS/SERVICES

The Commonwealth recognizes that products and product line additions to the Contractor’s standard commercial catalog offerings during the life of the contract are likely to occur. The Commonwealth considers these additions as enhancements. Additions will be considered as follows:

- a. Any and all new products will be categorized with similar products or product lines into existing market categories previously defined and agreed to by the Commonwealth and with respect to discount structure, net price or grand total of the product. The Commonwealth shall be notified of new item(s) and / or product line(s). Contract amendment or modification will not be required for addition of new product(s) to the Contractor’s offerings that are consistent with pre-established categories and discount structure.
- b. In the event the Contractor adds a new specialty product line which represents product(s) that are consistent with the type and class of products covered under the contract, but differ sufficiently from products or brands represented in the existing product categories, so that a separate pricing structure is appropriate, the Commonwealth and the Contractor may enter into negotiations to modify the contract to establish a discount structure, net price, or grand total for the product(s). Pricing must be competitive in order to add products to this contract. The Contractor shall provide appropriate documentation to support its position for separate pricing. Negotiations must be completed prior to order placement. Contract amendment or modification will be required in order to add negotiated items that are sufficiently different from pre-established categories and discount structure.

VENDORS MANUAL

This Contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review

at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.

APPLICABLE LAWS AND COURTS

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION

The Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of A1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that the Contract has been entered into without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or Subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written Contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS

The Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting proposals or entering into contracts for the type of goods and/or services covered by the original solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

PAYMENT

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

B. To Subcontractors:

1. Contractor is hereby obligated:
 - a. To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the

Subcontractor(s) under the Contract; or

- b. To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one (1) percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in B.1.b above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from Subcontractor default) with the SWAM procurement plan. Final payment under the Contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages Contractors and Subcontractors to accept electronic and credit card payments.

QUALIFICATIONS OF CONTRACTOR

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the goods. The Commonwealth reserves the right to inspect, without advance notice, Contractor's physical facilities at any time during the initial term and any subsequent renewal periods, to satisfy questions regarding the Contractor's capabilities.

TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

CHANGES TO THE CONTRACT

Changes can be made to the Contract in any of the following ways:

The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.

The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one (1) of the following methods:

By mutual agreement between the parties in writing; or

By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or

By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

DEFAULT

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

TRANSPORTATION AND PACKAGING – MAINTENANCE & REPAIR PARTS

Contractor certifies and warrants that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging

in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific Contract is not in its best interest. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the Purchasing Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

FINANCIAL WARRANTY

Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the “financial deal”) applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify the Commonwealth of the details and, at the Commonwealth’s option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and the Commonwealth shall grant such request if the Commonwealth in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon the Commonwealth’s request (and annually), Contractor shall submit an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to the Commonwealth or others the financial terms made available to the public body, and upon request from the Commonwealth, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and the Commonwealth. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor

AUDIT

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

USE OF CONTRACT BY THIRD PARTIES

In accordance with the Code of Virginia § 2.2-4304, entitled "Cooperative Procurement," the intent of this Contract is to allow for such cooperative procurement to the maximum extent possible. Accordingly, any public body, or public health or public educational institution, or public laboratory or institution may access and use this Contract, if agreeable to Contractor and in accordance with the ordering provisions governing this Contract, together with all other Contract terms and conditions herein.

Participation in this cooperative procurement by any public body is voluntary. If agreed to by Contractor, this Contract may be used by the entities stated above to procure goods and/or services in accordance with "Attachment A," entitled "Pricing Schedule," attached hereto and incorporated herein.

Contractor shall notify the Commonwealth of Virginia, Division of Purchases and Supply (DPS) in writing by providing DPS a Contract Sales and Usage report for any entity placing an order(s) to use this Contract in accordance with Contract Reporting provisions, herein.

This is a master contract and no modification of the Contract is required for an Authorized User to participate. However, any Authorized User outside the Commonwealth of Virginia, but within the United States, or any territory or legal entity thereof, and Contractor shall complete a "Participating Addendum," to be provided by DPS, prior to the use of the Contract before the Contractor shall accept any order from such an Authorized User outside of the Commonwealth, with a copy of the completed Participating Addendum provided to the Contract Officer, DPS Procurement.

Authorized Users will place their own orders directly with the Contractor and will fully and independently administer their use of this Contract to include contractual disputes, and invoicing and payments, without direct administration from DPS. Neither the Commonwealth nor DPS shall be held liable for any costs or damages by any other participating Authorized User as a result of any authorization by the Contractor to use the Contract.

Contractor hereby certifies and warrants that neither the Commonwealth nor DPS are responsible for any acts or omissions of any Authorized User, and shall not be considered in default of this Contract, no matter the circumstances.

The use of the Contract does not preclude any participating Authorized User from using other agreements or competitive processes as their needs may require.

AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA

Ang Curry, Contract Officer
1111 East Broad Street
Richmond, VA 23218
Tel.: 804-786-0078
Fax: 804-786-5413

COLONIAL FORD TRUCK SALES, INC

Raymond Bunch
1833 Commerce Road
Richmond, VA 23224
Tel: 804-232-3492

Email: Ang.Curry@dgs.virginia.gov

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY TO MODIFY THIS CONTRACT WITHOUT WRITTEN CONSENT OF THE AUTHORIZED REPRESENTATIVES.

DELIVERY AND STORAGE

Contractor hereby certifies that it will meet any firm delivery or performance date provided herein, or any Order issued referencing the Contract. Contractor shall be responsible to make all arrangements for delivery services under this Contract.

PROMOTIONAL DISCOUNTS

For any special or promotional sale prices, reductions, or other discounts provided to any Authorized User eligible to use this Contract, Contractor shall immediately extend and provide notification of such sale prices or discounts to the Commonwealth and all other Authorized Users during the term of the Contract. Such notice shall also advise the duration of the specific sale or discount price. The Contract Officer shall be provided notice in advance of any such promotional discount being extended to any Authorized User that is eligible to utilize this Contract.

EXTRA CHARGES NOT ALLOWED

Pricing for all Equipment covered under warranty/maintenance that is being returned as a furnish and install as a result of a return from the manufacturer or depot service, repair or replacement shall include complete delivery and installation and ready for the Commonwealth's or Authorized User's use and include all applicable freight and installation charges; extra charges shall not be allowed.

PRODUCT AVAILABILITY / SUBSTITUTION

Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer or the Authorized User. An Authorized User may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to their written approval, for a price no greater than the Contract price, if the product for which a Contract Order was issued becomes unavailable to the Contractor. Manufacturer has final say on production and can cancel already placed orders without penalty; however, if an item becomes unavailable the Contractor does commit to replacing the item with the next model year if available.

MAINTENANCE MANUALS

As necessary in the performance of equipment under this Contract, or as otherwise appropriate, Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams and a copy of all warranties.

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT

By their signature on this Contract, Contractor certifies and warrants that their firm, and any individual employees and/or Subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all goods/services specified or fulfill the requirements delineated herein.

PRIME CONTRACTOR RESPONSIBILITIES

The Contractor shall have prime responsibility for completely and solely supervising and directing all work performed, goods provided and/or services provided under this Contract, and for all subcontractors the Contractor may utilize. Subcontractors that perform work under this Contract shall be responsible to the prime Contractor. Contractor agrees that it shall be fully and solely responsible for the acts and omissions of its subcontractors and of any persons employed by them as he is for the acts and omissions of his own employees.

SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the Contract Officer. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Contract Officer the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its Subcontractor(s) and shall assure compliance with all requirements of the Contract.

EVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS

The Contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order. The Contractor shall not accept from any entity located in Virginia any order that is not processed through eVA, the Commonwealth's electronic procurement system.

For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

- (i) SBSB-certified Small Businesses: 1.0%, capped at \$500 per order.
- (ii) Businesses that are not SBSB-certified Small Businesses: 1.0%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Contractor shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

Failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov

EXCLUSIVITY OF TERMS AND CONDITIONS

No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other contract containing contractual terms and conditions; excluding the Participating Addendum as required for as stipulated under the section herein entitled "Use Of Contract By Third Parties." Notwithstanding the afore-mentioned, any documents signed by persons other than the Director, DPS Procurement or their authorized designee shall have no validity or effect upon the Contract

LOBBYING AND INTEGRITY

Contractors are cautioned that communications with individuals other than the Contract Officer may result in incorrect and/or insufficient information being provided. In addition, the Contractor shall not, in connection with this or any other contract or agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee.

In addition, Contractors shall in no way attempt to subvert use of this Contract by any Virginia entity. Rather, Contractors, in concert with DPS, shall promote and encourage its use at all times. Should the Commonwealth, at

any time, determine that a Contractor has violated this provision, the Contract Officer may cancel this Contract and debar the Contractor for a period not to exceed three years.

Upon request of the Commonwealth of Virginia's, Department of General Services, the Offeror shall provide any type of information the Agency deems relevant to the Contractor's integrity or responsibility to provide the services or goods, described herein.

ORDERS

Authorized Users may order Goods and/or Services from this Contract by any of the following methods:

- a. eVA: An eVA order will be issued by an ordering entity of the Commonwealth or any Authorized User through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.

This ordering authority is solely limited to issuing orders for Goods and/or Services available under this Contract.

CANCELLATION OF CONTRACT

The Contract Officer reserves the right to cancel and terminate any resulting Contract, in part or in whole or individual order, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial Contract period is for more than twelve (12) months, then the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the Contract period upon sixty (60) days written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

WARRANTY

The warranty period must commence when vehicles are actually placed into service as evidenced by Purchaser's records, rather than commencing upon delivery. The warranty shall include the manufacturer's Bumper to Bumper Warranty (minimum 3 years or 36,000 miles). Also to include all standard manufacturer's vehicle warranty coverage warranty such as the Safety Restraint System, Corrosion Coverage Warranty, Emissions Defect Warranty, and Emissions Performance Warranty.

FLEET NUMBERS

If required by the manufacturer, all ordering entities are required to have a Fleet Number prior to placing a Vehicle order with the contractor. The contractor shall verify if the ordering entity has an existing number. If the ordering entity does not have a required Fleet Number, the contractor must fully assist them in obtaining one.

TOTAL COST PER VEHICLE

The Total Cost Per Vehicle shall include all costs for the goods and services to provide the vehicle(s) as described herein, which will include but not be limited to:

- Any associated equipment installation charges that may be applicable (for those items that may not be factory installed)
- Contractor vehicle prep (to include VA State Inspection)
- Completed vehicle paperwork for titling purposes
- Labor
- All applicable freight/delivery and preparation
- Applicable eVA Vendor Transaction fees
- any costs to transport the vehicle from the installer to Contractor's dealership (any such additional costs shall not be charged as an additional cost to the customer)

Extra charges will not be allowed.

AUTHORIZED DEALER

By signing this proposal, the Offeror certifies that it is a manufacturer authorized fleet dealer/representative for all equipment it proposes to furnish under any resulting contract. If requested by the Commonwealth, the Offeror shall provide supporting evidence from the manufacturer.

CUT-OFF DATE

The bidder shall state the cut-off date for each model quoted and shall fill all orders placed prior to the cut-off date. The contractor is permitted to accept orders after the cut-off date, until the termination date of the resulting contract. Failure to honor an order placed after the cut-off date is not a breach of the contract. The manufacturer has final say on production timeline and may cancel orders placed prior to cut-off date without penalty. The dealer will not be penalized if this happens; however, dealer agrees to notify the Contract Officer within 24 hours of any changes to production prior to the cut-off date.

PURCHASE VOLUME AND DOLLAR REPORT

The contractor shall furnish the Division of Purchases and Supply (DPS) an annual statement showing the total dollar volume of purchases made under this contract and a report of the total number of each contract item delivered under this contract, separated by ordering entity if requested by the Contract Officer, at approximately 90 days prior to the contract expiration

EMBLEMS

The successful bidder shall not attach any advertising emblem or decal anywhere upon the vehicle.

PUBLICATIONS

The successful bidder must furnish the following:

1. 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. (1 copy each per vehicle)
2. Each vehicle must be invoiced separately.

EMISSIONS CERTIFICATION

Vehicle meets U.S. Government Standards for sale in the Commonwealth of Virginia.

CONTRACTOR PREPARATION

Vehicles must be delivered clean and complete and ready for service including a current Virginia State Inspection. New vehicle service preparation must be performed by the contractor according to the manufacturer's specifications. Each vehicle must be delivered with a half (1/2) tank of gas. Vehicles delivered without proper contractor preparation must be picked up, serviced, and re-delivered by the contractor.

DELIVERY LOCATIONS AND TIMES

Vehicles shall be delivered to various state agencies, cities, counties, towns and political subdivisions throughout the State as required and indicated in the purchase order. Normal hours for delivery shall be between the hours of 8:30AM and 4:30 PM, Monday through Friday, except on official state holidays and periods of shut down, unless otherwise instructed by the purchaser. The Vendor shall clarify and coordinate deliveries with the

purchaser.

DELIVERY TERMS

No charge to any delivery point with a Richmond address. All other orders will be delivered as described elsewhere in the RFP. Each vehicle delivered shall be checked for compliance with the specifications. If any deviations from the specifications, damage, or improper contractor preparation exist, the invoice will not be approved for payment until the contractor corrects all defects.

DELIVERY CHARGES

The contractor shall provide delivery for the product(s) purchased in accordance with the following:

Distance: Shall be calculated by the number of actual miles from the contractor's physical address to the delivery point specified by the ordering entity. Mileage shall be determined using Google (maps and directions) at <http://maps.google.com>; with the results rounded up to the next whole mile.

Included Miles - Distance *equal to or less* than 50 miles and all deliveries to DGS Office of Fleet Management Services (OFMS) in Richmond Virginia: Vehicle(s) shall be delivered FOB Destination, freight included. No extra charges permitted.

Additional Mileage - Distance *equal to or more* than 51 miles: The contractor may add an additional delivery charge of no more than \$1.80 per mile of the difference between the actual total distance minus 50 included miles. (*Example: Actual total distance= 62 miles, minus 50 included miles, equals 12 miles applicable to an additional delivery charge per vehicle.*)

Bidders shall provide the additional delivery rates in accordance with the Pricing Schedule and as follows;

Single purchase orders for multiple vehicles: Bidders should offer a reduced delivery rate for multiple vehicles ordered on any single purchase order. The regular rate provided must be *equal to or less* than \$1.80 per mile applicable to the first vehicle and any reduced rates should apply to subsequent vehicles on the same purchase order. Partial shipments of any single order made at the option of the Vendor shall not change delivery charges.

Multiple purchase orders: If the contractor delivers multiple vehicles ordered on different purchase orders in a single shipment, the vendor should extend the reduced delivery rate(s) to the ordering entity. The Contractor must have prior written approval from the ordering entity and obtain any necessary change orders.

Additional delivery rates shall not apply to any vehicle ordered by OFMS.

DELIVERY LEAD TIME

Bidders shall provide a delivery lead time, after receipt of order (ARO), in the "Delivery Date" section of the solicitation. This lead time shall be for orders placed prior to the build-out date. Any orders placed from the vendor's in-stock inventory shall be delivered within 30 calendar days or less.

NAME OF MANUFACTURER AND SHIPPING POINT

The bidder shall supply the name and address of the manufacturer of each item offered and the shipping point where indicated in the solicitation.

OPTIONS

Any options listed on any award will be authorized for use by all authorized users of the contract. No changes to the options will be permitted without a formal contract change issued by the DPS Contract Officer. The

Commonwealth reserves the sole right to determine what options, if any, will be part of the award; to award options either in whole or in part; to designate the Option category if awarded; and make any changes as it deems necessary. No other vehicle type, trim level or options will be available to purchase under this contract unless otherwise stated or exempted by DPS.

Discount percentages (both Manufacturer's and Contractor's discount percentage off options), shall remain firm throughout initial period of the contract and all subsequent renewals.

Unless an option is specifically identified in the bid as a dealer installed option, all options shall be factory installed. Further if the factory installed option includes more features than specified in the bid, the additional features shall be considered as required by the resulting contract. The options listed shall be based on the Manufacturer Suggested Retail Price (MSRP) for each option listed and include all charges including but not limited to installation and delivery charges. Features included in base vehicle price which are being deleted or changed in order to upgrade or accept listed options must reflect credit at actual cost originally calculated in base price of vehicle.

The Commonwealth reserves the right to award any, all or select, specific options. The Commonwealth, in its sole opinion, shall determine which options shall be available for purchase by state agencies and which options shall be available to purchase by public bodies, as appropriate.

MISCELLANEOUS

Vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.2, Chapter 10, of the Code of Virginia and shall include a valid State Inspector Sticker. No contractor identifications such as sticker, decal, metal emblem and so forth will be accepted on automobiles furnished under this contract.

TAXES

No Federal Tax is to be included in bid, including tires. Tax Exemption Registration number will be furnished.

LICENSE

Thirty day license tags shall be furnished with the vehicle.

TITLE PAPERS

All papers for titling purposes shall be delivered with the vehicle. These papers include New Vehicle Warranty Information, New Vehicle Standard Owner's Manual, Manufacturer's Statement of Origin (MSO), Delayed Warranty Start Form, Emissions Certifications stating the vehicle meets U.S. Government Standards for sale in the Commonwealth of Virginia, and any other such documents necessary for delivery.

CONTRACTOR GENERATED ORDER CONFIRMATION

Contractors awarded items against this contract are required to send the ordering agency an electronic/written confirmation of receipt of the purchase order to include confirmation of the options, color choices, etc. being placed. eVA's automated email confirmation functionality may not be used to confirm orders. This applies to all orders issued against this contract. This information must be completed within 10 days after receipt of order and must indicate the date the order was placed with the manufacturer. Confirmations should be emailed to the "Ordering Person" address shown on the order and to the attention of the contact person listed. Each vehicle must be invoiced separately.

QUANTITIES

Quantities set forth in the solicitation were estimates only, and the contractor shall supply at bid prices and actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

WARRANTY (COMMERCIAL)

The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

REPORTING REQUIREMENTS

During the term of the Contract, or any renewal thereof, the Contractor agrees that the following reports shall be submitted to the Contract Officer. Failure to comply with reporting and payment requirements of this section may result in payment(s) being withheld until compliance with the plan is received and confirmed. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Reports include, but are not limited to, the following:

REPORTS/SURCHARGE ADJUSTMENT FEE (SCA):

A. **CONTRACTOR'S QUARTERLY REPORT OF SALES:** Contractors shall provide electronic reports in Microsoft Excel format on a quarterly basis showing total invoiced sales data. See attachment to this solicitation for the report template which identifies the information to be provided. Reports shall be provided no later the 15th of the next month following the end of the calendar quarter, reporting total invoiced sales and return transactions that took place in the immediately preceding quarter. Reports shall be sent to the contract officer and to the following email address: vsireport@dgs.virginia.gov. Failure to submit information in the required format and time may result in cancellation of the awarded contract.

B. **SURCHARGE ADJUSTMENT:** The contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this contract. **DGS will not issue invoices or statements.** The contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA fee equals two percent (2%) of the quarterly reported total invoiced sales. The SCA fee amount due must be paid by check with identification of "Contract Number," "Report Amounts," and "Report Period" on either the check stub or other remittance material. DGS may, at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein.

Checks shall be payable to: Treasurer, Commonwealth of Virginia.

Checks shall be mailed to:
DGS/Division of Purchases and Supply
ATTN: SCA Coordinator
PO Box 1199
Richmond, VA 23218-1199

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a debt that the Contractor is obligated contractually to pay to the Commonwealth of Virginia, and the Commonwealth may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of this contract.