



Commonwealth of Virginia
Division of Purchase & Supply
1111 East Broad Street
Richmond, VA 23219

NOTICE OF CONTRACT RENEWAL

1. DATE: October 22, 2008
2. COMMODITY NAME: **Large SUV -- Chevrolet Suburban 4X4, FFV**
Estimated Build-out Date: **March 15, 2009**
3. CONTRACT NUMBER: **E194-433-09**
4. CONTRACT PERIOD: October 22, 2008 through September 15, 2009
5. SUPERSEDES: MA E194-433-2
6. AUTHORIZED USERS: State Agencies and Other Public Bodies
7. CONTRACTORS' DUNS: 004954660
8. CONTRACTOR: R. K. Chevrolet, Inc.
2661 Virginia Beach Blvd.
Virginia Beach, VA 23452
9. CONTACT: Mr. Randy Meekins
Telephone: (757) 431-6522
Fax: (757) 431-6523
E-mail: rmeekins@rkchevy.com
10. TERMS: Net 30
11. DELIVERY: 75-120 ARO
12. F.O.B.: Richmond, Virginia
13. PRICES & OPTIONS: See Attached
14. FOR FURTHER CONTRACT INFORMATION CONTACT: Jessica Milburn
Telephone: (804) 786-3857
E-mail: jessica.milburn@dgs.virginia.gov

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.dgs.state.va.us/dps

NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is mandatory for all State Agencies (unless otherwise indicated in item 6 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS / DPS contract / purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 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.

Jessica Milburn

By: _____
Jessica Milburn, Statewide Contract Officer

INSTRUCTIONS

1. Purchase orders 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:** **Two (2)** one year renewals 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 dealer is not required to maintain an inventory of vehicles for this contract. The dealer 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 dealer can order a vehicle. This date is some times adjusted by the manufacturer due to production changes. Please check the build out date before ordering.
7. If you need to cancel an order, cancel it early in the process. After a vehicle has been on order for a short time, (usually about 10 days), the manufacturer will not accept a cancellation.

Commonwealth of Virginia
Department of General Services
Division of Purchase & Supply

Alternative Fuels Vehicle Specification

**LARGE SPORT UTILITY VEHICLE
FLEX FUEL
4X4
2009 MODEL YEAR**

1. Make: Chevrolet Suburban
2. Model: Ck10906
3. GVWR: 7,400 lbs.
4. Engine: Minimum V8 – flexible fuel
5.3 V8 SFI Flex Fuel (310 HP)
5. Fuel Capacity: 31 Gallon Tank
6. Spare Tire: Full size mounted spare tire
P265/70R-17 -- All Season
7. Tires: P265/70R-17 -- All Season
8. Drive Train: 4X4
9. Transmission: 4 Speed Automatic
10. Standard equipment:
 - a. Deep Tinted glass
 - b. Wheel Cover - Manufacturer's standard wheel cover / hub cap
 - c. Instrumentation: Manufacturer's standard instrumentation
 - d. Lift gate
 - e. Keys - Two (2) sets of keys
 - f. Seat Belts - Manufacturer's standard seat belts
 - g. Intermittent Wipers: Minimum 2 speed windshield wipers with washer
 - h. Power mirrors
 - i. Rear window defogger, rear wiper w/ window washer, and defogger
 - j. Cloth seats, front and 2nd bench seat
 - k. Carpet Flooring
 - l. Tilt Steering Wheel
 - m. Power door locks
 - n. Power windows
 - o. Front & rear air conditioning and heater
 - p. Cruise control
 - q. AM / FM stereo radio
 - r. Locking rear axle
 - s. Skid Plates
 - t. Two (2) front frame mounted tow hooks

- u. Power 4 wheel anti-lock brake system
- v. Jack & lug wrench
- w. Tow Package to include 7 wire harness and heavy duty flasher
- x. Luggage Carrier - Roof Mounted
- y. Front and Rear Bumpers
- z. Air Bags:
 - i. Driver and Passenger Front Airbags
 - ii. Driver and Passenger Side Impact Airbags
 - iii. Side impact Airbags for front and center row outside seating positions

Colors: Available in manufacturer's standard color for the current model year.

Exterior Color	Color Code	Ebony Cloth	Titanium Cloth
Graystone Met.	16U	Available	Available
Dark Blue Met.	25U	Available	Available
Black	41U	Available	Available
Blue Granite Met.	46U	Available	Available
White	50U	Available	Available
Gold Mist Met.	51U	Available	N/A
Silver Birch Met.	59U	Available	Available
Deep Ruby Met.	66U	Available	Available

Price Sheet

LARGE SPORT UTILITY VEHICLE FLEX FUEL 4X4 2009 MODEL YEAR

Contract #: E194-433-09

Estimated Build-out Date: March 15, 2009

1. Base Price:	\$30,906.00
2. 3 rd Row Seat:	\$ 360.00
3. Delete Cloth Covered Seats (<i>Substitute vinyl covered seats</i>):	No Charge
4. Delete Carpet Flooring and Carpeted Floor Mats(<i>Substitute rubber/vinyl flooring</i>):	\$ (133.00)
5. Power Towing Mirrors:	\$ 216.00
6. Off Road Tires: (Please indicate tire size, rating, etc. on the vehicle spreadsheet) P265/70R-17 on/off road-blackwall includes full matching spare	\$ 135.00
7. 4.10 Ratio Rear Axle (<i>includes KNP Aux trans oil cooling-heavy duty system</i>):	N/A
8. Front Bucket Seats without Center Console (<i>replaces front bench seating</i>):	\$ 189.00

NOTE: No Additional Options Apply.

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 Inspection Sticker. To be standard proven model of manufacturer's latest current production and include all standard equipment as advertised with additional optional equipment as above. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer.

Options: 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.

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 dealer identifications such as sticker, decal, metal emblem and so forth will be accepted on automobiles furnished under this contract.

New vehicle preparation must be performed by dealer prior to delivery. Include in bid the cost of usual pre-delivery inspections.

Warranty: 36 Months / 36,000 Miles

Colors: All Vehicles shall be available in any of the manufacturer's standard colors.

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.

Delivery: Vehicles shall be delivered to the various state agencies, cities, counties, towns, and political subdivisions throughout the State as required. For bidding purposes only, quote delivery to 1111 East Broad Street, Richmond, Virginia 23219 (*If your mailing address is Richmond, VA delivery charges are included in the base price of vehicle*).

The ordering entity will pay .60 cents per mile for mileage in excess of the distance from the dealer's location to 1111 East Broad Street, Richmond, Virginia 23219. A .60 cents per mile credit will apply if the distance is less than the mileage to 1111 East Broad Street.

Mileage will be determined based on Yahoo.com, (map, driving direction). Mileage shall be calculated between the dealer's address and the delivery address. Delivery will be accepted between the hours of 8:15am and 4:30pm, Monday through Friday, except holiday.

ORDERING: The parties agree that all orders issued under this contract by the Ordering Agency shall be processed through eVA. Orders against this contract which are not processed through eVA are not in compliance with the terms and conditions of this contract and Contractors receiving such non-eVA orders shall request the Ordering Agency to resubmit the order through eVA. If the contractor accepts an order under this contract, where the order has not been processed through eVA, the contractor will be in breach of contract. If an Ordering Agency issues an order which is not processed through eVA, but purports to be authorized by this contract, the Ordering Agency employees may be found in violation of Section 2.2-4376 of the Code of Virginia. Section 2.2-4376 prohibits public employees from knowingly making false statements or misrepresentations, and from using documents known to contain false statements or misrepresentations.

CONFIRMATION: Dealers awarded items against this contract are required to send the ordering agency an electronic confirmation of receipt of the order. 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.

OPTIONAL EQUIPMENT: The contractor's optional equipment cost shall be based on the Manufacturer Suggested Retail Price (MSRP) for each option listed. The contractor **MUST reduce the MSRP no less than 10%**. Please provide DPS a list of optional equipment offered by completing **Attachment B**, Pricing Schedule, and submit with MSRP pricing schedules.

Options listed on contract are authorized 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.

ADDITIONAL OPTIONS: The Contractor may include in the contract all other options whether factory installed or aftermarket (**for use by local governments only**). **ADDITIONAL OPTIONS LIST MUST BE APPROVED BY DPS CONTRACT OFFICER**. Additional options are restricted to the vehicle model code on contract, and in no case shall the model code change. Additional options shall be offered at same price structure as **Optional Equipment (no less than 10% off MSRP)**. Please provide DPS a list of additional options offered by completing **Attachment B**, Pricing Schedule, and submit with MSRP pricing schedules.

Features included in base vehicle price which are being deleted or changed in order to upgrade or accept listed/additional options must reflect credit at actual cost originally calculated in base price of vehicle.

Local governments may purchase additional options by contacting the contractor directly for pricing and vehicle configuration on all additional options. **Attachment C** – Additional Option Spreadsheet is provided and shall be completed by local governments and attached with original vehicle spreadsheet to eVA order.

Additional options are authorized for use by 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 - NOT TO INCLUDE STATE AGENCIES.

Contract vehicle with standard features, optional equipment and additional options are available as per terms and conditions of the contract. No other vehicle type, trim level or options are available under this contract.

PURCHASE VOLUME AND DOLLAR REPORT: The contractor shall provide the Division of Purchases and Supply (DPS) a quarterly contract usage report **Attachment D**. This report shall reflect the vehicle orders placed against the contract for the respective quarter. The Contractor must remit the report within 15 days after the end of each quarterly reporting period.