DIVISION OF PURCHASES AND SUPPLY

1111 E. BROAD STREET, P. O. BOX 1199
RICHMOND, VIRGINIA 23219-1199

NOTICE OF CONTRACT RENEWAL

1. DATE: ……...…August 27, 2008
2. COMMODITY NAME: ……..……..……..…. ……..……...……Compact SUV
3. CONTRACT NUMBER: ……..…….....E194-515-09
4. CONTRACT PERIOD:. ……..……..……..……..……August 27, 2008 through September 15, 2009
5. EXPECTED ORDER CUT-OFF DATE: ……..……....…**Build-out Date: April 30, 2009**
6. SUPERSEDES:……..……..…….. MA E194-515-1
7. AUTHORIZED USERS: ……..…….State Agencies and Other Public Bodies
8. CONTRACTORS' DUNS: ……..……024408684
9. CONTRACTOR:…… …… Crossroads Motors of Virginia, Inc.
   4500 Whitehill Boulevard
   Prince George, Virginia 23875
10. Contact: ……..……..... **Steven G. Tedder**
    Telephone: (804) 862-1000
    Fax: (804) 796-6762
    E-mail: steve.tedder@crossroadsofva.com
11. TERMS: ……..Net 30
12. DELIVERY: ……..……..120 days ARO
13. F.O.B.: ……Richmond, Virginia
14. PRICES & OPTIONS: ……..…See Page Fifteen (16)
15. FOR FURTHER CONTRACT INFORMATION CONTACT: …….....Adrian R. Trimiew
    Telephone: (804) 786-5410
    E-mail: adrian.trimiew@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 7 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, § 2.2-4343.1or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By: _____
Adrian R. Trimiew / 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: Three (3)** 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.

Master Agreement - E194 - 515 - 09 - New - Final

Term Contract for Compact SUV

Document Id: 515
Print Date: 8/27/2008
Procurement Folder: 24732
Effective Begin Date: 8/27/2008

Title: 194:5100-ART

Procurement Type: Complex IFB
Expiration Date: 9/15/2009

Contact Information

Adrian Trimiew
Email: Adrian.Trimiew@dgs.virginia.gov

Phone: 804-786-5410

Authorized Agency

This term contract is 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.

Vendor

Legal Name: Crossroads Motors of Virginia, Inc
Location Legal Name: Prince George
Contact Phone: 804-862-1000

Contact Name: Steven G. Tedder
Contact Email: steve.tedder@crossroadsofva.com

Renewal Periods

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)
1	1	Years	9/16/2008	9/15/2009	90
2	1	Years	9/16/2009	9/15/2010	90
3	1	Years	9/16/2010	9/15/2011	90
4	1	Years	9/16/2011	9/15/2012	90

Terms And Conditions

Section GEN

GENERAL TERMS AND CONDITIONS

VENDORS MANUAL: This solicitation 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.dgs.state.va.us/dps under "Manuals."

APP. LAWS AND COURTS

APPLICABLE LAWS AND COURTS: This solicitation and any resulting 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 (1 of 2)

ANTI-DISCRIMINATION (part 1 of 2): By submitting their (bids/proposals), (bidders/offerors) certify 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). (continued on part 2)

ANTI-DISCRIMINATION (2 of 2)

ANTI-DISCRIMINATION (part 2 of 2): In every contract over $10,000 the provisions in 1. and 2. below apply: 1.) During the performance of this contract, the contractor agrees as follows: (a.) 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. (b.) 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. (c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. 2.) The contractor will include the provisions of 1. 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

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/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

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST

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.

MANDATORY USE OF STATE FORM

MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to

decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

CLARIFICATION OF TERMS

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT (1 of 3)

PAYMENT (part 1 of 3): To Prime Contractor: a.) 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). b.) 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. c.) 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. d.) 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. e.) 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.(Continued on part 2)

PAYMENT (2 of 3)

PAYMENT (part 2 of 3): 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). 2. To Subcontractors: a.) A contractor awarded a contract under this solicitation is hereby obligated: (1) 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 (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. (continued on part 3)

PAYMENT (3 of 3)

PAYMENT (part 3 of 3): b.) The contractor is obligated to pay the subcontractor(s) interest at the rate of one 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 (2) 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.

PRECEDENCE OF TERMS

PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS

QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION

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

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 CONTRACT (1 of 2)

CHANGES TO THE CONTRACT (part 1 of 2): Changes can be made to the contract in any of the following ways: (1.) 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. (2.) 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 of the following methods: (2a.) By mutual agreement between the parties in writing; or (2b.) 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 (continued on part 2)

CHANGES TO CONTRACT (2 of 2)

CHANGES TO THE CONTRACT (part 2 of 2): (2c.) 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

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

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.

USE OF BRAND NAMES

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

TRANSPORTATION AND PACKAGING

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant 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.

INSURANCE (1 of 3)

INSURANCE (part 1 of 3): By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. (continued in part 2)

INSURANCE (2 of 3)

INSURANCE (part 2 of 3) MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS: 1)Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2). Employer's Liability - $100,000. 3) Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy 4).Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.). (continued in part 3)

INSURANCE (3 of 3)

INSURANCE (part 3 of 3): NOTE: In addition, various Professional Liability/Errors and Omissions coverage are required when soliciting those services as follows: Profession/Service /Limits, Accounting /$1,000,000 per occurrence, $3,000,000 aggregate Architecture/$2,000,000 per occurrence, $6,000,000 aggregate, Asbestos Design, Inspection or Abatement Contractors/ $1,000,000 per occurrence, $3,000,000 aggregate, Health Care Practitioner (to include Dentists, Licensed Dental, Hygienists, Optometrists, Registered or Licensed, Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical ,Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) $1,750,000 per occurrence, $3,000,000 aggregate, (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - $1,800,000, July 1, 2006 - $1,850,000, July 1, 2007 - $1,925,000, July 1, 2008 - $2,000,000. This complies with §8.01-581.15 of the Code of Virginia. Insurance/Risk Management /$1,000,000 per occurrence, $3,000,000 aggregate, Landscape/Architecture/$1,000,000 per occurrence, $1,000,000 aggregate, Legal/$1,000,000 per occurrence, $5,000,000 aggregate. Professional Engineer/$2,000,000 per occurrence, $6,000,000 aggregate, Surveying/$1,000,000 per occurrence, $1,000,000 aggregate

ANNOUNCEMENT OF AWARD

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website (www.eva.state.va.us) for a minimum of 10 days.

DRUG-FREE WORKPLACE

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

NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or 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 bidder or offeror 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.

eVA REGISTRATION (1 of 2)

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

eVA REGISTRATION (2 of 2)

a.) eVA Basic Vendor Registration Service: $25 Annual Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding and the ability to research historical procurement data avaialable in the eVA purchase transaction data warehouse. b.) eVA Premium Vendor Registration Service: $25 Annual Fee plus the appropriate Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments. c.) For orders issued prior to August 16, 2006 the Vendor Transaction Fee is 1% capped at a maximum of $500 per order. d.) For orders issued August 16, 2006 and after, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 1% capped at $500 per order. (ii) Businesses that are not DMBE-certified Small Businesses: 1% capped at $1,500 per order.

AVAILABILITY OF FUNDS

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

Special terms And Conditions

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.

ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Commonwealth and or issuing agency/public body will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

BID PRICES: Bid shall be in the form of a firm unit price for each item during the contract period.

BUILD OUT DATE: The bidder shall state the build out date for each model quoted and shall fill all orders placed prior to the build out date. The contractor is permitted to accept orders after the build out date, until the termination date of the resulting contract. Failure to honor an order placed after the build out date is not a breech of the contract.

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 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.

eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, Capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at $1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.state.va.us , 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.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, 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 bid/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.

EXTRA CHARGES NOT ALLOWED: The bid price shall be for vehicles listed in solicitation and shall include all applicable freight/delivery and preparation charges; extra charges will not be allowed.

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.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following **PRODUCER PRICE INDEX/INDICES**: **141105 TRUCKS, 14,000 lbs. AND UNDER.** No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. Price adjustments may also be allowed at the introduction of new model year. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonweatlh.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30day notification period. The contractor shall document the amount and proposed effective date of any general change in the price materials. Documentation shall be supplied with the contractors 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 of percentage of increase which is being passed on to the contractor by the contractors suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increases 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.

PURCHASE VOLUME AND DOLLAR REPORT: The contractor shall provide the Division of Purchases and Supply (DPS) a quarterly contract usage report **Attachment B**. 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.

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

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for (4) four successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the 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.

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 manufacturers's vehicle warranty coverage warranty such as the Safety Restraint System, Corrosion Coverage Warranty, Emissions Defect Warranty, and Emissions Performance Warranty.

DEALER 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 dealer according to the manufacturer's specifications. Each vehicle must be delivered with a full tank of gas. Vehicles delivered without proper dealer preparation must be picked up, serviced, and re-delivered by the dealer.

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

delivery inspections.

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

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 E. Broad Street, Richmond, Va. 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 E. Broad street, Richmond, Va. 23219. A 60 cents per mile credit will apply if the distance is less than the mileage to 1111 E . 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 8:15 A.M. and 4:30 P.M., Monday through Friday, except holiday.

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.

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 dealer 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.

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.

MANDATORY ACCEPTANCE OF SMALL PURCHASE CHARGE CARD: Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory (unless waived by DPS) within 90 days of contract award.** For current contracts where acceptance of the purchasing card is not in effect, **Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal.**

Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at **Level 2**, **which is mandatory or Level 3 which is optional.** Information on the various levels for the GE MasterCard is indicated below.

Charge Card Levels:

The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

Level 1 vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

Level 2 vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept GE MasterCard.

- Customer Code (PCO Number from eVA)
- Vendor Tax ID

Level 3 vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (**which is optional)** data which is considered Superior data, the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

Commodity Information

Line: 1
NIGP Code: 07000

Description: 2009 or Current Year Model, New, Four (4) door, Four (4) wheel drive, Compact SUV.

Unit Price: $17,302.00
Unit: each
Estimated Delivery Days: 120
Delivery Type: Per Specifications

Ship To
Attention:
Shipping Location: eVA-Shipping Exception
Shipping Street Address 1: SEE COMMENTS
Shipping Address 2:
Shipping City: eVA
Shipping State: VA
Shipping Zip: 99999-9999

Bill To
Attention:
Billing Location: eVA-Billing Exception
Billing Street Address 1: Same as Ship To Address
Billing Street Address 2:
Billing City: eVA
Billing State: VA
Billing Zip: 99999-9999

Free On Board Name: FOB Destination-Freight Prepaid
Shipping Method: Vendor

SPECIFICATIONS

This specification is for 2009 or current year model, Compact SUV. The specifications are written to meet the needs of the Commonwealth of Virginia; however, the contract resulting from this bid 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.

COMPACT SUV, 4 X 4

Model: 2009 or current year model, New, Four (4) door, Four (4) wheel drive, Compact SUV.

Wheelbase: 103.0" minimum.

Engine: V4 – Four Cylinder minimum.

Axle/Springs/Frame: As required for vehicle GVWR.

Transmission: Automatic Transmission.

Steering: Power steering, adjustable tilt-wheel.

Seating: Five (5) passenger cloth seating.

Brake System: Four (4) wheel Antilock Braking System (ABS).

Restraint system: Front driver and front passenger air bags required.

Fuel System: Manufacturer's standard fuel tank.

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 spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.

Mirrors: Manufacturer's standard power right/left exterior mirror.

Locks: Manufacturer's standard power door locks.

Windows: Manufacturer's standard power windows.
Rear window defogger.

Glass: All glass shall be standard factory tinted.

Radio: AM/FM Stereo.

Air Conditioning: Manufacturer's standard factory installed air conditioner.

Windshield Wipers: Electric, two speed, with intermittent wipe and washer system.
Rear window wiper.

Instrumentation: Factory installed gauges and dome light.
Cruise Control

Flooring: Carpeted flooring.

Floor Mats: Carpeted floor mats for front and rear seats.

License plate bracket: Vehicle to be equipped with front and rear license plate bracket.

Keys: Two sets of keys.

Color: Manufacturer's standard.

Pricing Schedule

Option Description	Option Code	Contract Price
BASE VEHICLE PRICE:		
Price of Base Vehicle		$17,302.00
OPTIONAL EQUIPMENT:		
Privacy Glass (rear doors, quarter windows and rear window)		$247.50
Side Impact Airbags (standard)		$0.00
Keyless Remote Entry (standard)		$0.00
Running Boards (step)		$310.50
Daytime Running Lights	942	$40.00
Service Manuals w/ Wiring Diagrams		$159.00
ADDITIONAL OPTIONS:		
For Use By Local Governments Only - Additional Option Spreadsheet Must be Completed		
(Contact Contractor for Approved List and Pricing)		