

**DIVISION OF PURCHASES AND SUPPLY**

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

**CONTRACT SUMMARY**

- 1. DATE: .....August 13, 2009
- 2. COMMODITY NAME: .....Ford Crown Victoria Police Interceptor - Unmarked
- 3. COMMODITY CODE: ..... 07003
- 4. CONTRACT NUMBER: .....E194-675-10B
- 5. CONTRACT PERIOD: .....September 16, 2009 through September 15, 2010
- 6. EXPECTED ORDER CUT-OFF DATE: .....**Build-out Date: May 15, 2010**
- 7. SUPERSEDES: .....PF-38637
- 8. AUTHORIZED USERS: .....State Agencies and Other Public Bodies
- 9. CONTRACTORS' DUNS: .....024408684
- 10. CONTRACTOR: .....Crossroads Motors of Virginia, Inc.  
4500 Whitehill Blvd.  
Prince George, Virginia 23875
- 11. CONTACT: .....**Steve Tedder**  
Telephone: (804) 862-1000  
Fax: (804) 862-4858  
E-mail: [steve.tedder@crossroadsofva.com](mailto:steve.tedder@crossroadsofva.com)
- 12. TERMS: .....Net 30
- 13. DELIVERY: .....120 days ARO
- 14. F.O.B.: .....Richmond, Virginia
- 15. PRICES & OPTIONS: .....**See Page Sixteen (16)**
- 16. FOR FURTHER CONTRACT INFORMATION CONTACT: .....Jessica L. Milburn  
Telephone: (804) 786-3857  
E-mail: [jessica.milburn@dgs.virginia.gov](mailto: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](http://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 8 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 because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By: *Jessica L. Milburn*  
Jessica L. 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. \*All purchase orders are required to reference this contract number\***
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](http://www.dgs.state.va.us) (Click on DPS icon, click on DPS forms).
4. **Renewals: Four (4)** 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 - 675 - 10 - New - Final

Term Contract for 2010 Ford Crown Victoria Police Inceptor - Unmarked

Document Id: 649

Title: 194:38637 JLM

Print Date: 8/13/2009

Procurement Folder: 45375

Procurement Type: Complex IFB

Effective Begin Date: 9/16/2009

Expiration Date: 9/15/2010

Contact Information

Jessica Milburn

Phone: 804-786-3857

Email: jessica.milburn@dgs.virginia.gov

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.

Contact Name: Steve Tedder

Location Legal Name: Crossroads Motors of Virginia, Inc. Contact Email: steve.tedder@crossroadsofva.com

Contact Phone: 804-862-1000

Renewal Periods

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)
1	1	Years	9/16/2010	9/15/2011	90
2	1	Years	9/16/2011	9/15/2012	90
3	1	Years	9/16/2012	9/15/2013	90
4	1	Years	9/16/2013	9/15/2014	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 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**

**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/offeree) has questions about the specifications or other solicitation documents, the prospective (bidder/offeree) 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.

## **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, DEPARTMENT 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/offeree) to perform the services/furnish the goods and the (bidder/offeree) 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/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) 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/offers) 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 equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offers) 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/offers) clearly indicates in its (bid/proposal) that the product offered is an equivalent 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/offers) 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 offers 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 offers 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.virginia.gov](http://www.eva.virginia.gov)) 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.

## **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.

## **SET ASIDES**

This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

## **PAYMENT (1 of 4)**

**PAYMENT (part 1 of 4):** 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 4)**

PAYMENT (part 2 of 4): 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 4)**

PAYMENT (part 3 of 4): 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.

#### **PAYMENT (4 of 4)**

PAYMENT (part 4 of 4): The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

#### **eVA REGISTRATION (1 of 2)**

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION (part 1 of 2): The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://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. (Continued on part 2)

#### **eVA REGISTRATION (2 of 2)**

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION (part 2 of 2): a. eVA Basic Vendor Registration Service: \$25 Annual Registration 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 available in the eVA purchase transaction data warehouse. b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order 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.

---

## 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.

**AWARD:** The Commonwealth will make the award on a lot basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

**AUTHORIZED DEALER:** By signing this bid, the Bidder 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 Bidder shall provide supporting evidence from the manufacturer.

**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 breach 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](http://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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to

**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% or provide the option(s) at the Contractor's cost(s)**. Please provide DPS a list of optional equipment offered by completing **Attachment D**, Pricing Schedule, and submit with MSRP pricing or Contractor's cost if applicable. Failure to provide the requested information/pricing may be cause for the bid to be considered non-responsive.

**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**. Please provide DPS a list of additional options offered by completing **Attachment D**, Pricing Schedule, and submit with MSRP pricing schedules. Failure to provide the requested information/pricing may be cause for the bid to be considered non-responsive.

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 E** – 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 providing goods and services. The **PRODUCER PRICE INDEX/INDICES: 14110131 PASSENGER CARS**, and other relevant market conditions as approved by DPS, will be used as guides to evaluate requested price changes. 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 Commonwealth.

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. The reporting periods are as follows:

<u>Period:</u>	<u>Report Due:</u>
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

**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, 36,000 miles). Also to include all standard manufacturers' 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 minimum quarter (1/4) tank of gas. Vehicles delivered without proper dealer preparation must be picked up, serviced, and re-delivered by the dealer. A completed pre-delivery inspection form, signed by a representative of the selling dealer, must accompany delivery.

**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. VSP vehicles shall be delivered to: Virginia Department of State Police, 7700 Midlothian Turnpike, Richmond, Virginia 23235; during Monday through Friday, 8:00 A.M. to 4:00 P.M., except on Official State Holidays. Deliveries at any other times shall be approved in advanced by the purchaser. Each vehicle delivered shall be checked for compliance with the specifications. The Manufacturer's Statement of Origin, Odometer Statement, Invoice and any other documents necessary for payment and registration shall accompany delivery of each vehicle. Each vehicle shall be invoiced separately. 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 vehicles 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.

---

**Commodity Information**

---

**Line: 1**

NIGP Code: 07003

Description: Ford Crown Victoria Police Interceptor - Unmarked

Unit Price: \$22,052.40

Estimated Delivery Days: 120

Unit: each

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

# COMMONWEALTH OF VIRGINIA

## Department of General Services

### Division of Purchases and Supply

#### Specifications

These proprietary specifications are for 2010, or current year model, Police Vehicles to be used for patrolling highways and similar law enforcement duties, often at high speed. The vehicle shall be the manufacturer's "Police" model and shall meet all requirements of these minimum specifications. It shall exhibit exceptional handling, performance, stability and maneuverability. All options or accessories installed upon the vehicle shall be engineered, designed, or certified by the manufacturer of the vehicle to be compatible with all components, give dependable service, and not degrade the handling, performance, safety or appearance of the vehicle. The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quality, quantity, or capacity supplied with standard production vehicles.

The specifications are written to meet the needs of the Virginia State Police; however, the contract resulting from this bid will be made available for use by any law enforcement agency, 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. It should be noted that certain features may be available only to the Virginia State Police.

All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer for the police 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 police vehicle literature.

Any equipment called for in these specifications which is not listed by the manufacturer as standard or optional for the police 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.**

---

#### LOT TWO (2) FORD CROWN VICTORIA POLICE INTERCEPTOR (UNMARKED)

**Model:** 2010 or current year model, New, Ford Crown Victoria Police Interceptor (CVPI) 4 Door Sedan, Unmarked 750A, P7B.

**Engine:** Must be 4.6L Flexible Fuel Vehicle (FFV) OHC SEFI V8 (250 HP). Engine must be equipped with engine oil cooler.

**Exhaust:** Dual.

**Steering:** Must be equipped with power steering oil cooler.

**Rear axle:** Standard for model offered.

**Transmission:** Must be automatic transmission specifically recommended by the manufacturer for engine being offered with column mounted selector and external fluid cooler. No mechanical low gear lock-out devices.

**Wheelbase:** 114.6" minimum.

**Brakes:** Power disc brakes on all wheels; with Anti-lock Braking System (ABS).

**Alternator:** 200-amp Maximum Standard Output.

**Battery:** Heavy duty, 12 volt, minimum 750 cold cranking amps at zero degrees Fahrenheit.

**Lights:** All standard for vehicle offered. A trunk compartment light shall be controlled by a mercury switch with additional manual switch conveniently located in trunk compartment between mercury switch and light, for independent manual control, a minimum of 10 candlepower. A red and white police map light of 15 candlepower shall be mounted in the ceiling between sun visors and be controlled by a separate switch adjacent to or on the light, independent from the door on/off switch.

**Mirrors:** Non-glare inside rear view with day and night adjustment; driver power Heated remote control left and right outside mirrors.

**Street Appearance Package:** Ford Array# 750A.

**Glass:** All glass shall be standard factory tinted.

**Windshield wiper:** Electric, two speed, with intermittent wipe and washer system.

**Air Conditioning:** Factory installed standard.

**Rear window defogger:** Electric, factory installed.

**Power trunk lid release:** Shall be located to the left of steering column within easy reach of driver. The trunk lid shall not open when the ignition switch is in the off position. (61H)

**Steering wheel:** Tilt.

**License plate bracket:** Vehicle shall be preconfigured for front and rear license plate or equipped with front and rear license plate brackets.

**Wheels and tires:** The tire size must be P235/55Rx17, speed rating "V", all-season steel belted black sidewall radial. Vehicles shall be equipped with full sized wheel covers. The vehicles shall have adequate wheel well clearance to provide use of regular type tire chains on the driving wheels must be specifically designed for police use. Full Size conventional spare tire required.

**Cigarette lighter:** Required.

**Grille:** Chrome Bright Finish.

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

**Speedometer:** The vehicle shall be equipped with a certified police speedometer. The speedometer face or dial shall be marked to measure in increments not to exceed 2 mph. The speedometer must register to at least 140 mph. The speed indicated by the speedometer shall be within 2mph of the actual speed of the vehicle as evidenced by a calibrated radar device or dynamometer. This accuracy shall be maintained at actual speeds of 15 mph to 80 mph.

**Front seats:** Heavy-duty cloth bucket seats, driver's seat equipped with an anti-stab plate, (vinyl seats not acceptable) so installed as to provide maximum obtainable headroom and a minimum of 8" between seats. Both front seats to be adjustable to front and rear and maintain 8" clearance between seats in any adjusted position. No seats to be modified from factory specifications.

**Rear seats:** Cloth bench required.

**Police Package:** The vehicle shall be equipped with the manufacturer's standard police package, P71.

**High capacity cooling system:** Must include maximum capacity radiator, temperature controlled fan and coolant recovery system. System must be protected against freezing with acceptable anti-freeze/coolant to -35 degrees Fahrenheit.

**Locking system:** A single key shall fit all locks on the vehicle. Three (3) keys shall be provided for each vehicle. The lock codes on each vehicle shall be different. The vehicles must be equipped with a power door lock system.

**Windows:** Power - factory installed.

**Speed control:** Electronic, factory installed.

**Trunk Pack:** Manufacturer's Trunk Pack specifically designed with Kevlar front to protect the vehicles fuel tank in rear-end collisions.

**Radio:** Factory installed -AM/FM stereo - includes four speakers.

**Floor covering:** Standard carpet for model being offered, to include front and rear floor mats, color keyed to match carpet. Any mats other than manufacturer's original equipment will not be accepted.

**Body side molding:** Vehicles shall be equipped with body side moldings, factory installed.

**Performance:** The top speed of the vehicle shall not exceed the speed ratings of the tires provided. An electronic speed limiter may be installed if necessary.

**Siren Speaker:** Each vehicle shall be equipped with a Whelen model SA315P 100 watt siren speaker.

**Radio Noise Suppression Equipment:** Shall be installed, as follows, on vehicle to meet buyers' standards.

1. Radio Noise Suppression and Grounding Package shall include as a minimum:

a. Resistor type noise suppression spark plugs.

b. **One inch** braided bonding straps in the following locations:

i. Front and rear of muffler or mufflers to undercarriage.

ii. Tail pipe to undercarriage at rear bracket.

iii. Each side of hood at hinge point.

iv. Each side of trunk lid at hinge points and at the opposite lid edges.

v. Rear of engine to body at fire wall.

All vehicles purchased will have a high-band VHF (150-163 MHz), low band (39-46 MHz), 700 MHz band (769-806 MHz), and 800 MHz band (806-809 MHz and 851-854 MHz) two way radio provided and installed by the purchaser. The vehicle operation must not be degraded due to the operation of the 125-Watt transmitters into an antenna system with a maximum of a VSWR of 2:1 across the operating bands. The radio receivers must not be degraded due to EMI/RFI from the electrical/electronic systems of the vehicle (computer, blower motors, fuel pump, ignition, ABS. etc.)

**Anti-theft security system:** Each vehicle shall be equipped with a Tremco Police Package Anti-Theft System or equal. The system shall automatically engage when the shift lever is placed into the "Park" position and prevent the unauthorized use of the vehicle. Also, the vehicle engine shall not stall if the system is accidentally activated while driving. The system shall disengage by a means that is not easily identified to an observer. The system may be dealer installed if not available from the manufacturer of the vehicles.

**Service Manuals:** One complete set of service/shop manuals and wiring diagrams for the current model year shall be delivered with the first car delivered to Virginia State Police.

**Pilot vehicle:** Available to Virginia State Police Only. One (1) pilot vehicle (Blue & Gray) shall be built by the manufacturer for the purchaser's examination and approval before any further production of the remaining vehicles included in the order. All costs associated with pilot vehicle inspection are the responsibility of the vendor.

**Paint options/Interior Color:** Standard manufacturer's Paint Options.

## Pricing Schedule – Ford Crown Victoria Police Interceptor - Unmarked

Option Description	Option Code	Contract Price
<b>BASE VEHICLE PRICE:</b>		
Price of Base Vehicle – Ford Crown Victoria Police Interceptor – Unmarked 750A	P7B , 750A	\$ 22,052.40
<b>OPTIONAL EQUIPMENT:</b>		
Add 6" Spotlight Driver Side	51A	\$ 174.42
Delete Cruise Control	525	\$ (173.40)
Delete Carpet, Add Heavy-Duty Vinyl Rubber Flooring	128	\$ (81.60)
Delete "1" Radio Noise Suppression Bonding Straps	999.176	\$ (12.24)
Delete Trunk Light Mercury Switch	999.105	\$ (10.20)
6-Way Power Driver's Seat	21A	\$ 348.84
Base Police Prep Package	65A	\$ 706.86
Aftermarket Power Supply for Base Police Prep Package 65A	S690CCCC	\$ 147.90
Ford Complete Police Prep Package (68P)	68P	\$ 1,904.85
Ford Visibility Package (65W)	65W	\$ 2,836.62
Ford "Ready for the Road" Police Package (65U)	65U	\$ 3,782.16
Rear Vinyl Bench Seat (Not Available w/ Front Cloth Seat)	I	\$ 59.67
Front Cloth Bench Seat (Not Available w/ Rear Vinyl Seat) Requires Speed Control, Power Seat & CD Player	P	No Charge
3.27 Ratio Limited Slip Rear Axle	45C	\$ 114.75
3.55 Ratio Limited Slip Rear Axle	770A	\$ 142.29
Courtesy Lamp Disabled	478	\$ 18.36
Dual 6" Spotlights (Driver & Passenger Side)	51Y	\$ 312.12
Single Fleet Key - All vehicles keyed alike	432, 435, 436, 437, 438, 439	\$ 45.90
Traction Control (3.27 axle only)	552	\$ 114.75
Locking Gas Cap	98G	\$ 9.18
Daytime Running Lights	77D	\$ 45.90
Engine Block Heater	41H	\$ 32.13
Window Tint – 50% Front, 35% Rear		\$ 204.00
AM/FM Stereo w/ in-dash single cd	58Z	\$ 169.83
Rear Door Handles Inoperative. Power Locks, Front Seat Only	67R	\$ 22.95
Ford Ballistic Front Door Panel, Driver's Door	90L	\$ 1,149.54
Ford Ballistic Front Door Panel, Driver and Passenger Doors	90B	\$ 2,205.24
Rear Windows, Front Seat Control Only	948	\$ 22.95
Reverse Sensing System	REVS	\$ 183.60
Ford Factory Keyless Entry (Without Touchpad)	14R	\$ 234.09
Ford Rear LED Deck Lights	8W7Z-13A613-AA	\$ 459.00
Ford Slide-out Communications Tray	6W7Z-54115A00-AA	\$ 349.76
Fire Suppression System	60S	\$ 3,101.82
Powertrain Extended Warranty, 5 yr/75,000 miles with \$100.00 Deductible	Ford ESP Police	\$ 918.00
Powertrain Extended Warranty 3 yr/100,000 miles with \$100.00 Deductible	Ford ESP Police	\$ 1,361.70
Ford Service Manual w/ WiringDiagrams	FCS1211810 &	\$ 193.80

	FCS1219110	
<b>ADDITIONAL OPTIONS:</b>		
Contact Vendor		