

DIVISION OF PURCHASES AND SUPPLY
1111 E. BROAD STREET
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT RENEWAL

1. DATE: July 20, 2007
2. COMMODITY NAME: Ford Escape Hybrid Electric, 4 X 4
3. CONTRACT NUMBER: **5120-80 (1)**
4. CONTRACT PERIOD: September 16, 2007 through September 14, 2008
Estimated Build-Out Date: May 2008
5. SUPERSEDES: 5120-80
6. AUTHORIZED USERS: State Agencies and Other Public Bodies
7. CONTRACTORS' FEIN NUMBER: 54-1216621
8. CONTRACTOR: Kip Killmon's Tysons Ford
8201 Leesburg Pike
Vienna, VA 22182
Contact: Mr. Richard Wulliez
9. CONTRACTORS' TELEPHONE NUMBER: (703) 448-0100 / Fax: (703) 506-1013
E-mail: richw@tysonsford.com
10. TERMS: Net 30
11. DELIVERY: See Attached
12. F.O.B.: Richmond, Virginia
13. PRICES & OPTIONS: See Attached
14. FOR FURTHER CONTRACT INFORMATION CONTACT: Sharon Hartman
Telephone (804) 786-3854
E-mail: Sharon.hartman@dgs.virginia.gov
15. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.dgs.state.va.us/dps.
16. NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is mandatory for all State Agencies (unless otherwise indicated in item 6 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS / DPS contract / purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.
17. Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Sharon Hartman

By: _____
Sharon Hartman / 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 (*Select DPS icon, select DPS forms*).
4. **Renewals:** No (0) renewals remain.
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.

SPECIFICATION

FORD ESCAPE HYBRID ELECTRIC SUV SPECIFICATION 2008 Model Year

This specification is for the Ford Escape Hybrid Electric SUV 4 X 4. No substitutions will be permitted. Bids will only be considered from dealers who are authorized to sell and service this vehicle. Vehicles shall be equipped with all of the manufacturer's standard equipment for the model bid. Additionally, the vehicle must meet or exceed the following specifications, which may exceed the base model as configured by the manufacturer.

Transmission:	Electronic Constant Velocity Transmission
Radio:	AM / FM radio
Air Conditioning:	Factory Air Conditioning
Steering:	Power steering
Brakes:	Power anti lock brake system. Braking system shall be capable of producing electricity to assist with battery recharging when the brakes are applied (Regenerative braking).
Mirrors:	Power exterior mirrors
Steering Wheel:	Tilt steering wheel
Door Locks:	Power door locks
Cruise Control:	Cruise Control
Jack:	Jack and lug wrench
Spare Tire:	Yes
Air Bags:	Driver and Passenger Front Airbags and side air curtains and front side impact air bags.
Other Items:	N/A
Keys:	Two sets of keys
Paint:	Available in all standard factory paint colors
Seat Belt's:	Manufacturer's standard seat belts
Wheel Cover:	Manufacturer's standard wheel cover / hub cap
Wipers:	Intermittent windshield wipers
Defroster:	Electric rear window defroster

Price Sheet

Built-out date: May 2008
 MODEL 2008

- 1. Base Price of Vehicle as equipped above (Code # U96) **\$ 26,745.00 each**
- 2. Day Time Running Lights (Code # 942) **\$40.00 each**
- 3. Power Outlet, 110 Volts AC Front Console (Code # 21E) **\$162.00 each**
- 4. Shop Manual **\$290.00 each**

EXTERIOR COLORS	INTERIOR COLORS	
	Medium	Dark Flint
Oxford White	X	X
Red Fire Metallic	X	X
Titanium Green Metallic	X	X
Sonic Blue Metallic	X	X
Silver Metallic	X	X
Dark Shadow Grey Metallic	X	X

Options: Unless an option is specifically identified in the bid as a dealer installed option, all options shall be factory installed. Further if the factory installed option includes more features than specified in the bid, the additional features shall be considered as required by the resulting contract.

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

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

Warranty: 36 Months/ 36,000 Miles.

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

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

License: Thirty day license tags shall be furnished with the vehicle.

Title Papers: All papers for titling purposes shall be delivered with the vehicle.

Delivery: Vehicles shall be delivered to the various state agencies, cities, counties, towns, and political subdivisions throughout the State as required. For bidding purposes only, quote delivery to 1111E. Broad Street, Richmond, Virginia 23219. 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, Virginia 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 8:15am and 4:30pm, Monday through Friday, except holidays.