ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: CAPITAL GMC TRUCKS, INC.
5500 SOUTH LABURNUM AVENUE
RICHMOND, VA 23231

DATE ISSUED: DECEMBER 11, 2012

CURRENT CONTRACT NO: 616-13

CONTRACT TITLE: COMPACT SPORT
UTILITY VEHICLES

PRIOR CONTRACT NO: N/A

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on AUGUST 31, 2013.

This is the FIRST year award notice of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Rider Agreement No. 616-13, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
1) REFER TO CHESTERFIELD COUNTY CONTRACT NO. 12-0552 (ATTACHED)
2) PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON PPI SERIES ID. WPU 141101

ATTACHMENTS:
RIDER AGREEMENT 616-13

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: BRIAN MCGUIRE
TELEPHONE NO.: 804-222-4600

VENDOR PAYMENT TERMS: NET 30 DAYS

EMAIL: BMCGUIRE@PICKCAPITAL.COM

COUNTY CONTACT: LAILA RANGREN
TELEPHONE NO.: 703-228-6591

EMAIL: LRANGEEN@ARLINGTONVA.US

CONTRACT AUTHORIZATION

LYNETTE GONZALEZ
PROCUREMENT OFFICER

DATE: 12/1/12

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
RIDER AGREEMENT NO. 616-13

THIS AGREEMENT (hereinafter “Agreement”) is made, on the date of its execution by the County, between Capital GMC Trucks, Inc., 5500 South Laburnum Avenue, Richmond, VA, 23231 (“Contractor”), a Virginia corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (“County”). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Chesterfield County Invitation For Bids No. 12-0552), and Exhibit B (Chesterfield County Contract No. 12-0552) together with any exhibits and amendments issued or applicable thereto (collectively, “Contract Documents” or “Contract”).

This Agreement rides a contract awarded to the Contractor by Chesterfield County and extended by the Contractor to the County on the same terms and conditions as the Contractor’s agreement with Chesterfield County, and substituting the phrases “County Board of Arlington County” or “Arlington County”, as appropriate, for the phrases “the County of Chesterfield”, “Chesterfield County”, “the County” wherever those phrases appear in the Contract Documents. The phrases “Chesterfield County Board of Supervisors” or “Board of Supervisors” are substituted with “County Board of Arlington County” wherever those phrases appear in the Contract Documents.

Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents.

2. CONTRACT TERM
The Contractor’s provision of goods for the County (“Work”) shall commence upon execution of the Agreement by the County and shall be completed no later than AUGUST 31, 2013 (“Initial Contract Term”), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, and only if Chesterfield County Contract No. 12-0552 is renewed for additional 12 months terms, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than four (4) additional twelve (12) month periods from September 1, 2013 to August 31, 2017 (each such period shall be referred to as a “Subsequent Contract Term”).

However, if Chesterfield County Contract No. 12-0552 is not renewed, this Agreement shall automatically expire on the date of Chesterfield County Contract No. 12-0052’s expiration date.
3. **CONTRACT PRICING**
The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit B for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. **PAYMENT**
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods delivered shall appear on all invoices.

5. **SCOPE OF WORK**
The Contractor agrees to perform the goods described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide compact sport utility vehicles.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

6. **PROJECT OFFICER**
The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. **COUNTY PURCHASE ORDER REQUIREMENT**
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods without a signed County Purchase Order, it does so at its own risk and expense.
5. **NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods provided under this Contract or substitutes for such goods which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

6. **PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor’s intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor’s obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

7. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

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 related 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 the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

8. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

9. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
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 by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor 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.
10. **INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

11. **RELATION TO COUNTY**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

12. **DISPUTE RESOLUTION**

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court
of law.

13. **APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

14. **FORCE MAJEURE**
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

15. **NOTICES**
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Brian McGuire  
Capital GMC Trucks, Inc.  
5500 South Laburnum Avenue  
Richmond, VA 23231

**TO THE COUNTY:**

Laila Rangeen, Project Officer  
Arlington County, Virginia  
2701 South Taylor Street  
Arlington County, VA 22206

AND

Richard D. Warren, Jr., Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201
16. **ARLINGTON COUNTY BUSINESS LICENSES**
The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

17. **INSURANCE REQUIREMENTS**
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
e. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor’s notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

f. Any insurance coverage that is placed as a “claims made” policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor’s receipt of final payment.

g. Contract Identification - The insurance certificate shall state this Contract’s number and title.

h. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA
c/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 12/11/12

CAPITAL GMC TRUCKS, INC.

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: George Poulos Secretary
DATE: 12/10/2012

616-13
CONTRACT #12-0552
CAPITAL GMC TRUCKS, INC.
5500 S. Laburnum Avenue
Richmond, VA 23231
(Contractor)

hereby agrees to sell, and the

COUNTY OF CHESTERFIELD
Chesterfield, Virginia 23832
(Buyer)

hereby agrees to buy the products/services hereinafter specified, upon the following terms and conditions:

1. The Contractor agrees to sell and Buyer agrees to buy, upon the terms and conditions set forth in IFB #12-0552, Requirements Contract for Vehicles, Compact Sport Utility. Buyer's requirements of the products/services hereinafter specified are for the term of June 12, 2012 through August 31, 2013. The continuation of the terms, conditions, and provisions of this contract beyond June 30 of any year, the end of the County's fiscal year, are subject to its approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.

2. It is understood and agreed between the parties to this contract that the County of Chesterfield shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered, and that quantities may be increased or decreased as required.

The products or services which Contractor agrees to sell and Buyer agrees to buy, and the prices to be paid, are as stated on the attachment.

3. Chesterfield County does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1.

4. 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 the 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 the requirements of this section.

D. The Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
5. During the performance of this contract, the Contractor agrees to:

A. Provide a drug-free workplace for the Contractor's employees.

B. 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.

C. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

D. Include the provisions of the foregoing clauses in every subcontract or purchase order 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 in accordance with this chapter, 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.

6. It is further understood and agreed between the parties hereto that all of the conditions and provisions in this contract shall extend to and bind the legal representatives, successors and assigns of the respective parties. Neither party to the contract shall assign or transfer their interest in the contract without the prior written consent of the other, which shall not be unreasonably withheld. Any attempted assignment or transfer of interest without the prior written consent of the other party shall be void, and of no force or effect.

7. The Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

8. The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation. For work done for the County, the Contractor must also meet all Chesterfield County Environmental Management System (EMS) requirements.

9. The Contractor agrees that he does not, and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, in accordance with the Code of Virginia, §2.2-4311.1.

10. The Contractor shall deliver commodities and/or services F.O.B. to Buyer's facility at: Chesterfield County. If deliveries are made to Buyer's facility and said facility is moved or relocated by the Buyer during the initial or any succeeding term of this contract, the Contractor hereby agrees that he shall deliver the commodities and/or services to the new facility at the same price as set forth in Paragraph 2 of this contract.

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12. Delivery of product: 120 days ARO.

13. This contract supersedes all prior written or oral agreements or proposals between the parties, regarding the subject matter of this contract.

14. The Contractor shall hold harmless and indemnify the County, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.

15. This contract shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.

16. It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.

**BUYER'S ACCEPTANCE**

County of Chesterfield

SIGNATURE

NAME (type/print) Michael J. Bacile

TITLE Purchasing Director

DATE 03/15/12

**CONTRACTOR'S ACCEPTANCE**

Capital GMC Trucks, Inc.

SIGNATURE

NAME (type/print) Susan T. Poulos

TITLE President

DATE 03/14/12
CHESTERFIELD COUNTY PURCHASING DEPARTMENT
CONTRACT PRICING/INFORMATION SHEET

Capital GMC Trucks, Inc.
5500 S. Laburnum Avenue
Richmond, VA 23231

Telephone: 804-222-4600
Fax: 804-222-8467
Cell: 804-475-9334
Contact: Brian McGuire
Email: bmcguire@pickcapital.com
Terms: Net 30
F.O.B.: Chesterfield County
Delivery: 120 days ARO

Vendor No. V009521

CONTRACT SUBJECT: Vehicles, Compact Sport Utility
PRODUCT CODE: 071-80
CONTRACT PERIOD: June 12, 2012 through August 31, 2013
(First of Five Terms)
CONTRACT NUMBER: 12-0552

INSTRUCTIONS

The contractor shall provide services only after receipt of a written or verbal Chesterfield County Purchase Order containing a purchase order number. Any services provided without a written purchase order or a verbal request containing a purchase order number shall be at the contractor’s expense.

The using department/schools shall include the applicable contract number on each purchase requisition/purchase order.

Purchase Orders issued against the contract are limited to goods and services contained in the contract.

Inspection of all goods/services received and approval of the Contractor’s invoice is the responsibility of the using departments/schools. The pricing on the invoice must be in accordance with the contract pricing.

PRICING SCHEDULE

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicles, Compact Sport Utility, 4-door, All Wheel Drive (AWD), New, unused, current production model year.</td>
<td>$22,263.00</td>
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<tr>
<td>Year/Model: 2013 Chevrolet Equinox LS AWD</td>
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<tr>
<td>Standard Warranty/Parts &amp; Labor: 36 months/36,000 miles</td>
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</tr>
<tr>
<td>Power Train Warranty/Parts &amp; Labor: 60 months/100,000 miles</td>
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</tr>
<tr>
<td>Manufacturer build out/order cut-off date: 3-15-2013</td>
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Optional Equipment

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Trailer tow package</td>
<td>$330.00</td>
</tr>
<tr>
<td>2</td>
<td>Daytime running lights</td>
<td>Standard</td>
</tr>
</tbody>
</table>

Pricing firm during contract period.

RENEWAL OF CONTRACT

This contract may be renewed by the County for four successive one year periods under the terms and conditions of the original contract except as stated below. Price increases may be negotiated only at the time of renewal, or at the introduction of the new model year. Across the board price decreases are subject to implementation at any time, and shall be immediately conveyed to the Purchasing Department. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year, and any subsequent renewal periods, may be adjusted using the Producer Price Index (PPI) for Transportation Equipment Group, Passenger Cars, Series ID WPU141101, and other relevant market conditions, which in the discretion of the County may be used as a guide to evaluate the requested price adjustment. Requests for price increases associated with the introduction of a new model year must include documentation from the manufacturer.

ACKNOWLEDGEMENT OF ORDER

The Contractor shall acknowledge receipt of the purchase order(s) issued by the County, and upon availability, notify the Purchasing Department of the manufacturer's order acceptance date, factory assigned order number and production date.

DELIVERY INSTRUCTIONS/NOTIFICATIONS

The contractor must schedule an appointment for all deliveries by contacting the following individuals at least 24 hours prior to the anticipated delivery, as applicable:

1. Chesterfield County: Ashley Cooper, Principal Account Clerk, at (804) 768-7378. All deliveries to the Chesterfield County Fleet Management Department, 9704 Lori Lane, Chesterfield, VA 23832, shall be between the hours of 7:30 a.m. and 3:00 p.m., Monday through Friday.

2. Chesterfield County Public Schools: Scott Tucker, Assistant Director, Facility Services, at (804) 543-2505. All deliveries to the Chesterfield County School Board Operations Department, 9800 Krause Road, Chesterfield, VA 23832, shall be between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday.

3. Chesterfield County reserves the right to refuse delivery if notification is not given.

If there are any questions regarding this contract, please contact Kimberly H. Mitchell, Senior Contract Officer, at 804-748-1701.

VEHICLES-COMPACT SPORT UTILITY.doc
# VEHICLES, COMPACT SPORT UTILITY, 4-DOOR, ALL WHEEL DRIVE (AWD)

<table>
<thead>
<tr>
<th>Vehicules, Compact Sport Utility, 4-door, All Wheel Drive (AWD). New, unused, current production model year. Vehicles shall include all manufacturer's standard equipment and the features listed in the following specifications:</th>
<th>Circle Y if same, or explain the difference in the equipment/features offered in the space provided.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exterior Color: White, Silver; state other colors available</td>
<td>Y both are available</td>
</tr>
<tr>
<td>Interior Color: Grey preferred; state colors available</td>
<td>Y</td>
</tr>
</tbody>
</table>

## POWER TRAIN

| Engine: 2.0L, 4-cylinder or equal | Y 2.4 liter |
| Fuel Type: Unleaded gasoline and flex fuel, if available | Y |
| Fuel Efficiency: minimum 23 m.p.g. combined average (city/highway) | Y |
| Wheelbase: 103.0", minimum | Y 112.5 |
| Transmission: Automatic with overdrive | Y |
| Drive Train: All wheel drive | Y 6 speed automatic transmission |
| Steering: Power, adjustable tilt steering wheel | Y |
| Fuel Capacity: Manufacturer's standard | Y |

## CHASSIS

| Axle/Springs/Frame: As required for vehicle G.V.W.R. | Y |
| Tires: Manufacturer's standard. All tires shall be identical (no cross brands or models). All tires and wheels shall be properly balanced. | Y |
| Wheel Covers/Hub Caps: Manufacturer's standard | Y |
| Spare: Manufacturer's standard, to include jack and lug wrench. May be mounted on traditional steel wheel. | Y |

## SAFETY

| Air Bags: Driver & Front Passenger | Y |
| Braking System: Power, 4-wheel Anti-lock (ABS) | Y |

## SEATING

| Seating Type/Material: Manufacturer's standard | Y |
| Seating Capacity: 5, minimum | Y |

## ACCESSORIES

<p>| Air Conditioning/Heater: Manufacturer's standard, factory installed to meet current refrigerant regulations | Y |</p>
<table>
<thead>
<tr>
<th>ACCESSORIES (continued)</th>
<th>Circle Y if same, or explain the difference in the equipment/features offered in the space provided.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Radio: AM/FM Stereo</td>
<td>Y</td>
</tr>
<tr>
<td>Instrumentation: Factory installed gauges, dome light and cruise control</td>
<td>Y</td>
</tr>
<tr>
<td>Glass: All standard factory tinted</td>
<td>Y</td>
</tr>
<tr>
<td>Windshield Wipers: Electric, 2-Speed, with intermittent wiper/washer system</td>
<td>Y</td>
</tr>
<tr>
<td>Windows: Power</td>
<td>Y</td>
</tr>
<tr>
<td>Door Locks: Power</td>
<td>Y</td>
</tr>
<tr>
<td>Rear Window: Electric defroster and wiper/washer system</td>
<td>Y</td>
</tr>
<tr>
<td>Flooring: O.E.M. carpet, with matching carpeted floor mats for front and rear seats</td>
<td>Y</td>
</tr>
<tr>
<td>Mirrors: Exterior power right/left</td>
<td>Y</td>
</tr>
<tr>
<td>License Plate Bracket: Equipped with front and rear brackets, or pre-configured for front and rear plates</td>
<td>Y</td>
</tr>
<tr>
<td>Keys: Two complete sets for each vehicle, with vehicle key codes (if applicable)</td>
<td>Y</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPTIONAL EQUIPMENT</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trailer tow package: Standard for G.W.V.R.</td>
<td>Y if selected</td>
</tr>
<tr>
<td>Daytime running lights</td>
<td>Y standard</td>
</tr>
</tbody>
</table>

O.E.M. Part Numbers: List for the following preventive maintenance parts for this vehicle, or indicate if P/N will be provided prior to delivery: will provide prior to delivery

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Filter - P/N:</td>
<td>Y</td>
</tr>
<tr>
<td>Fuel Filter - P/N:</td>
<td>Y</td>
</tr>
<tr>
<td>Oil Filter - P/N:</td>
<td>Y</td>
</tr>
<tr>
<td>Transmission Filter - P/N:</td>
<td>Y</td>
</tr>
<tr>
<td>Brake Shoes (front/rear) - P/N:</td>
<td>Y</td>
</tr>
<tr>
<td>All Engine Belts - P/N:</td>
<td>Y</td>
</tr>
<tr>
<td>Radiator Hose (upper/lower) - P/N:</td>
<td>Y</td>
</tr>
</tbody>
</table>
CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
Invitation for Bids

IFB Number: ................................................................. 12-0552

Title: ....................................................................................... Vehicles, Compact Sport Utility

Issue Date: .................................................................................. May 15, 2012

Sealed Bids Due and Opening: ..................................................... May 31, 2012 – 2:00 P.M.

Bid Opening Location: ................................................................. Chesterfield County Purchasing Department
9001 Lori Road
Lane B. Ramsey Building, 3rd Floor, Room 303
Chesterfield, VA 23832

Inquiries: Questions which may arise as a result of this solicitation may be addressed to Kimberly H. Mitchell, Senior Contract Officer, at (804) 748-1701, or by email to purchasing@chesterfield.gov. Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by a bidder concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder from this transaction.

All prices shall be F.O.B. Destination: Chesterfield County, as specified. Freight, delivery costs, and incidental charges shall be included.

My signature below certifies that:

• I agree to abide by all conditions of this bid and that I am authorized to sign this bid;

• the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498 of the Code of Virginia. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;

• that the accompanying bid is in compliance with applicable provisions of the State and Local Government Conflict of Interests (§ 2.2-3100 et. seq. of the Code of Virginia). Specifically, without limitation, no County/School Board employee or a member of the employee’s immediate family shall have a proscribed personal interest in a contract; and

• that the accompanying bid is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§§ 2.2-4387 et. seq. of the Code of Virginia), and any other applicable law as set forth therein.

In compliance with this Invitation for Bids and to all conditions imposed therein the undersigned offers and agrees to furnish the goods/services in accordance with this signed bid.

Complete Legal Name of Firm: .........................................................

Order From Address: ................................................................

Resort To Address: ................................................................

Signature: __________________________________________ Email: _____________________________

Name (type/print): _______________________________________ Title: _____________________________

Fed ID No.: __________________________ Phone: (_____ ) _______ Fax: (_____ ) _______

This page must be returned with the Bid Form.
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ATTACHMENT A - SPECIFICATIONS
I. **PURPOSE**

The purpose of this Invitation for Bids (IFB) is to establish a requirements contract for the purchase of compact sport utility vehicles for Chesterfield County and Chesterfield County Public Schools.

II. **SPECIFICATIONS**

A. Specifications are included in ATTACHMENT A, and are intended to define the level of quality and performance of the requested vehicles without being restrictive. Vehicles offered shall be of equivalent dimensions, quality and performance. Variance in specifications deemed not to be material, in the sole discretion of the County, may be allowed in determining lowest responsive and responsible bidder. Bidders are strongly encouraged to read all specifications carefully and make every effort to meet the requirements. The offered vehicle shall provide the features as listed or equivalent features, as noted in ATTACHMENT A.

B. Any equipment required in these specifications which is not listed by the manufacturer as standard shall meet the minimum requirements stated.

C. **No proposed equal will be considered prior to receipt of bids.** If bidding a proposed equal, the bidder is responsible for clearly and specifically identifying the vehicle being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the vehicle offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in the bid that the vehicle offered is an equal, such bid will be considered to offer the brand name referenced in the solicitation. It shall be understood that the burden of proof for an equal vehicle shall be and remain the sole responsibility of the bidder. The County’s failure to object to a manufacturer will not constitute a waiver of any of the requirements of the contract documents, and all products furnished must conform to such requirements.

D. **O.E.M. Part Numbers**

1. Bidders should submit, with their bid, the O.E.M. part numbers for the preventive maintenance parts listed below for each vehicle bid. Information should be provided as indicated in ATTACHMENT A.

2. If the part numbers are not available at the time of bid submittal, these part numbers shall be provided to the Fleet Manager prior to delivery of the vehicle.

   - Air Filter
   - Fuel Filter
   - Radiator Hose (upper/lower)
   - Oil Filter
   - Transmission Filter
   - Brake Shoes (front/rear)
   - All Engine Belts

E. **Required Documents**

   The Contractor shall provide the following documents upon vehicle delivery:

1. All documents required by the Virginia Department of Motor Vehicles for titling/registration. Vehicles shall be provided with a free and clear title.

III. INSTRUCTIONS

A. Submission and Receipt of Bids

1. Sealed bids shall be received in the Chesterfield County Purchasing Department, 9901 Lori Road, Lane B. Ramsey Building, 3rd Floor, Room 303, P.O. Box 51, Chesterfield, Virginia, 23832 until, but no later than the specified time and date of opening as designated in the invitation, and then publicly opened and read aloud. Bids shall be submitted in a sealed envelope with the IFB number and due date and time written on the outside of the envelope. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline. Late bids shall be rejected.

2. Bids or changes to a bid response shall not be accepted via fax or E-mail.

3. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for bid submission, bid opening or a pre-bid conference is inaccessible due to inclement weather or other emergency situations at the published time, the bid submission, bid opening or pre-bid conference will default to the next regular business day at the same time.

4. All bids shall be signed in the space provided for a signature on the cover sheet and returned. If the bidder is a partnership or corporation, the bidder shall show the title of the individual signing the bid, and if the individual is not the president or vice president of the partnership or corporation, if requested, the bidder shall submit proof that the individual has the authority to bind the partnership or corporation.

5. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.

6. Unless otherwise specified, bidders are to complete and return the Bid Form furnished by the County.

7. No bid shall be altered or amended after the specified time for opening.

8. If you are an individual with a disability and require a reasonable accommodation in order to participate in this procurement, please notify the Purchasing Department at (804)748-1617 as soon as possible.

9. For information pertaining to the bid tabulation, decision to award and/or award on this procurement transaction, bidders may access public notification electronically at: www.chesterfield.gov/purchasing.

B. Amendments or Requests to Withdraw Bids by a Bidder Prior to Bid Opening: A bidder may amend and/or withdraw their bid before the due date and time designated for receipt of bids. All requests from a bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the document's authenticity. All amendments to the bid are to be initialed by an individual authorized to represent the bidder.
IV. GENERAL TERMS AND CONDITIONS

A. Addenda: Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department website at: www.chesterfield.gov/purchasing. Each bidder is responsible for obtaining all addenda posted at the Purchasing Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda issued shall become part of the solicitation and all resulting contract documents.

B. Appropriation of Funds: The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County’s fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.

C. Assignment of Contract: The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.

D. Audit of Vendor Records: Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor’s records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County’s employees, agents or authorized representatives shall have access to the Contractor’s facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

E. Change Orders: Change orders must be approved by the County prior to work being performed.

F. Commitment to Diversity and Chesterfield Businesses: Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each
Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (Code of Virginia 2.2-4310)

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (Code of Virginia 2.2-4310)

G. Contractor Background Checks: In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.

H. Contractor's Authorization To Transact Business: In accordance with §2.2-4311.2 of the Code of Virginia, any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. Any bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its bid a statement describing why the bidder is not required to be so authorized. This information shall be provided on the attached form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required
information may result in the rejection of the bid. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. SEE THE BID FORM.

I. Copyrights or Patent Rights: The bidder certifies by submission of a bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.

J. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

K. Drug Free Workplace: (Code of Virginia 2.2-4312) This provision only applies to contracts valued in excess of $10,000.

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 in accordance with this chapter, 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.

L. Employment Discrimination: (Code of Virginia 2.2-4311) This provision only applies to contracts valued in excess of $10,000.

1. During the performance of the 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 the requirements of this section.

2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

M. Environmental Management Procedures: The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation. For work done for the County, the Contractor must also meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information regarding environmental requirements for the County, please contact Chesterfield County’s General Services – Environmental Division at (804) 717-6531. For questions regarding environmental requirements for the Chesterfield County Public Schools, please contact Environmental Health and Safety at (804) 318-8048.

N. ePayables: Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804) 748-1673 with questions.

O. Faith-Based Organizations: (Code of Virginia 2.2-4343.1) Chesterfield County does not discriminate against faith-based organizations.

P. Finance/Interest Charges: Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.

Q. Governing Law: Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.

R. Illegal Aliens: (Code of Virginia 2.2-4311.1) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

S. Indemnification: The Contractor shall hold harmless and indemnify the County, the School Board, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor’s negligent or intentionally wrongful acts or omissions.

T. Mistakes in Bids

1. **Mistakes discovered following bid opening but prior to award:** If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other
bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn in accordance with the withdrawal procedure provided herein.

2. **Mistakes discovered after award:** Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

**U. Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.

**V. Negotiation:** In accordance with 2-47 of the County Code, if the bid from the lowest responsible bidder exceeds available funds, the county may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to, adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. Negotiation shall be conducted by the purchasing director, or his designee, with assistance from the user department.

**W. Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the Code of Virginia.

Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:

1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or

2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

**X. Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

**Y. Proprietary Information:** Section 2.2-4342(F) of the Code of Virginia states: “Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.” If the exemption from disclosure provided by Section 2.2-4342(F) of the Code of Virginia is not properly invoked then the bids will be subject to disclosure pursuant to applicable law.

**Z. Quality Expectation Statement:** Chesterfield County, through its quality initiative, is a recognized leader in providing quality products and services at the most effective cost possible.
Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County’s quality initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects – zero rework”.

AA. References: If requested, the bidder shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder.

BB. Schools: When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County Public Schools.

CC. Sensitive Information Handling: Any information in the possession of the County/Schools which is specific to an employee, student, citizen, County/School business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County/Schools facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County/Schools facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (County) or Director of Technology (Schools). Any access to County/Schools information by contract workers from outside the County/Schools intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/County Information Security Manager and Chief Information Officer or designees.

DD. Taxes: Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.

EE. Termination: It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.

FF. Termination for Breach or Non-Performance: If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:

1. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;

2. terminate the contract, enter upon the premises, take possession of all equipment, materials
or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

GG. Tie Bids: In accordance with Section 2.2-4328 of the Code of Virginia and Article 4, Section 2-47 of the County Code, in the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth of Virginia pursuant to Code of Virginia 2.2-4324. If no County or Commonwealth of Virginia preference is available, the tie shall be decided by lot.

HH. Vendor Rewards/Gift Programs: It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

II. Waiver of One Breach Not Waiver of Others: No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

JJ. Withdrawal of Bids

1. Withdrawal: Construction (Code of Virginia 2.2-4330)

A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

The bidder shall give notice in writing to the Director of Purchasing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and
shall submit original work papers with such notice. The work papers, documents and materials
shall, at the bidders request, be considered as trade secrets or proprietary information subject to
compliance with the provisions of Code of Virginia §2.2-4342(F).

Within 5 business days, the County will notify the bidder in writing of its decision. If the County
denies the withdrawal of a bid under the provisions of this section, it shall state in such notice
the reasons for its decision and award the contract to such bidder at the bid price, provided such
bidder is a responsible and responsive bidder. At the same time that the notice is provided, the
County will also return all work papers and copies thereof to the bidder.

2. Withdrawal: Other than Construction

A bidder for a public contract may request withdrawal of his bid from consideration if the price
bid was substantially lower than the other bids due solely to a mistake therein, provided the bid
was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment
mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a
quantity of work, labor, or material made directly in the compilation of the bid which unintentional
arithmetic error or unintentional omission can be clearly shown by objective evidence drawn
from inspection of work papers, documents or materials used in the preparation of the bid
sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may
request withdrawal of his bid from consideration if the price bid would have been substantially
lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic
error or an unintentional omission of a quantity of work, labor or material made directly in the
compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of
work papers, documents or materials used in the preparation of the bid sought to be withdrawn.
Such notice shall be sent to the Purchasing Department prior to award. The work papers,
documents and materials shall, at the bidders request, be considered as trade secrets or
proprietary information subject to compliance with the provisions of Code of Virginia §2.2-
4342(F).

V. SPECIAL TERMS AND CONDITIONS

A. Acceptance of Goods/Services: The goods and/or services delivered under a resulting
contract shall remain the property of the Contractor until a physical inspection is made, and
thereafter accepted to the satisfaction of the County. In the event the goods and/or services
supplied to the County are found to be defective or do not conform to specifications, the County
reserves the right to cancel the order upon notice (verbal or in writing) to the Contractor and
return goods to the Contractor at the Contractor’s expense.

B. Acceptance Period of Bids: All bids submitted shall be binding for sixty (60) calendar days
following bid opening date. The sixty (60) calendar day acceptance period may be extended by
mutual consent of both parties.

C. Acknowledgement of Order: The Contractor shall acknowledge receipt of the purchase
order(s) issued by the County, and upon availability, notify the Purchasing Department of the
manufacturer’s order acceptance date, factory assigned order number and production date.

D. Brand Name or Equal: In accordance with §2.2-4315 of the Code of Virginia, unless otherwise
provided in the Invitation for Bid, the name of a certain brand, make or manufacturer shall not
restrict bidders to the specific brand, make or manufacturer named and shall be deemed to
convey the general style, type, character, and quality of the article desired. Any article that the
County 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.
Unless otherwise provided in the Invitation for Bid, no proposed equal will be considered prior to receipt of bids. If bidding a proposed equal, the bidder is responsible to clearly and specifically identify the article being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the article offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in the bid that the article offered is an equal, such bid will be considered to offer the brand name referenced in the solicitation. It shall be understood that the burden of proof for an equal article shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer will not constitute a waiver of any of the requirements of the contract documents, and all products furnished must conform to such requirements.

The Contractor shall be responsible for making all changes in the work necessary to adapt and accommodate "equal" products which are submitted and accepted in lieu of the products whose name and model numbers are specified and around which the drawings, where applicable, were developed. The necessary changes shall be made at the Contractor's expense. The Contractor shall submit sufficient data concerning the proposed equal products and resulting necessary changes to the project to the County documenting that the proposed product(s) can be properly integrated with the project.

E. Contact with Students: As required by Section 22.1-296.1 of the Code of Virginia, Bidders who will provide services that will place Contractor or Contractor’s employees in direct contact with students on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

F. Contract Term/Contract Renewal/Contract Extension

1. Contract Term

The initial term of this contract shall be effective from date of award through August 31, 2013.

2. Contract Renewal

This contract may be renewed by the County for four successive one year periods under the terms and conditions of the original contract except as stated below. Price increases may be negotiated only at the time of renewal, or at the introduction of the new model year. Across the board price decreases are subject to implementation at any time, and shall be immediately conveyed to the Purchasing Department. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year, and any subsequent renewal periods, may be adjusted using the Producer Price Index (PPI) for Transportation Equipment Group, Passenger Cars, Series ID WPU141101, and other relevant market conditions, which in the discretion of the County may be used as a guide to evaluate the
requested price adjustment. Requests for price increases associated with the introduction of a new model year must include documentation from the manufacturer.

3. Contract Extension

The County has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

G. Cooperative Procurement: This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 Code of Virginia. Except for contracts for architectural and engineering services or construction in excess of $200,000 by a local public body from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the local public body procuring the construction, if agreed to by the Contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

H. Delivery Instructions/Notification: The Contractor must schedule an appointment for all deliveries by contacting the following individuals at least 24 hours prior to the anticipated delivery, as applicable:

1. Chesterfield County: Ashley Cooper, Principal Account Clerk, at (804)768-7378. All deliveries to the Chesterfield County Fleet Management Department, 9704 Lori Lane, Chesterfield, VA 23832, shall be between the hours of 7:30 a.m. and 3:00 p.m., Monday through Friday.

2. Chesterfield County Public Schools: Scott Tucker, Assistant Director, Facility Services, at 804-543-2505. All deliveries to the Chesterfield County School Board Operations Department, 9800 Krause Road, Chesterfield, VA 23832, shall be between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday.

3. Chesterfield County reserves the right to refuse delivery if notification is not given.

I. Insurance Requirements: The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a Certificate of Insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the bid.

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County and Chesterfield County Public Schools, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.
The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following coverage and minimum limits, with insurance companies with no less than a financial strength rating of "A" and a financial size category of no less than "VII" as determined by A.M. Best Company:

1. Commercial General Liability $1,000,000 Combined Single Limit per occurrence

The insurance certificate must state that the Commercial General Liability policy names Chesterfield County as an additional insured by endorsement to the policy. This requirement may be met by placing the following language on the Certificate:

   a. “Chesterfield County and Chesterfield County Public Schools by endorsement to the policy is an additional insured”; or

   b. “Chesterfield County and Chesterfield County Public Schools by endorsement to the policy is additional insured with respect to General Liability”; or

   c. or the Contractor may provide a copy of the actual endorsement to the policy

2. Automobile Liability $1,000,000 Combined Single Limit per occurrence

3. Workers' Compensation Virginia Statutory limits

4. Employers’ Liability $100,000 each accident, each disease

Cancellation notice. The insurance policies must be endorsed to require notice of cancellation or other change in coverage to the County. The Certificate statement, which is required by the contract documents, shall read as follows:

   a. “By endorsement to the policies, the insurers will provide 30 day written cancellation notice to Chesterfield County”; or

   b. The contractor may attach a copy of the endorsement to the certificate.

The Certificate Holder should be listed as:

Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0001
IFB No. 12-0552

Certificate of Insurance must have an authorized signature.

J. Licenses, Permits, and Fees: All bids submitted shall have included in the price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
K. **Negotiating Contract Reductions:** The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the County at the time of contract execution/issuance of the purchase order. The County may initiate such negotiations whenever the County determines that it is in the County’s best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the County may terminate the contract/purchase order immediately and without penalty if the County is unable to renegotiate the compensation with the Contractor to an amount which the County determines to be appropriate.

L. **Pricing:**

1. Prices shall be stated in units of quantity as specified in the Pricing Schedule. In case of a discrepancy in extension of prices in the bid, the unit price shall govern.

2. The bid price offered shall be the net cost to the County. The County will not participate in any refund, rebate or other similar program between the bidder and the manufacturer requiring any check, form, application, etc., to be signed or endorsed to the bidder or manufacturer. Any rebate offered in the County’s name shall be kept by the County.

3. Vehicle price shall include freight, dealer preparation cost and inspection. No federal excise tax shall be included in the bid.

M. **Requirements Contracts:** Quantities set forth in solicitations seeking a source of supply for requirements contracts for goods and/or services are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may be purchased from any resulting contracts. The Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such quantities are more or less than those set forth in the solicitation and/or the pricing schedule.

In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.

N. **Vehicles, Licensed Dealer:** Bidders shall be licensed with the Virginia Motor Vehicle Dealer Board at the time of bid submission.

O. **Vehicles, Miscellaneous Requirements:**

1. Vehicle shall meet all applicable Federal, Commonwealth of Virginia, and OSHA safety requirements.

2. Inspection as required by Title 46.1, Chapter 4, Article 10 of the *Code of Virginia* shall be performed by dealer prior to delivery.

3. Service preparation shall be performed by the dealer, according to manufacturer’s specifications. If vehicles are delivered without proper dealer preparation, it shall be the dealer’s responsibility to pick up, service and re-deliver.

4. Dealer logos of any type shall not be allowed on vehicles purchased by the County.

5. Any previous or current safety issues concerning recalls by the manufacturer must be addressed prior to delivery and acceptance of vehicles by the County.
P. **Warranty:** The Contractor agrees that the goods or services furnished under any contract resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to, and do not limit those available to the County by any other clause of this solicitation.
VI. **BID FORM**

A. **BASIS OF AWARD**

Award will be made to the lowest responsive and responsible bidder based on the Extended Price.

B. **PRICING SCHEDULE**

The bidder agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Invitation for Bids at the following price(s):

<table>
<thead>
<tr>
<th>Estimated Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 each</td>
<td>Vehicles, Compact Sport Utility, 4-door, All Wheel Drive (AWD), Ford Escape or equal. New, unused, current production model year.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
</tbody>
</table>

**Year/Manufacturer/Model:**

**Standard Warranty/Parts & Labor:**

**Power Train Warranty/Parts & Labor:**

**Manufacturer build out/order cut-off date:**

**Optional Equipment** (not to be considered as part of the award evaluation):

1. Trailer tow package $ 
2. Daytime running lights $ 

C. **DELIVERY SCHEDULE**

Bidders are required to state the time of proposed delivery or project completion. Unless otherwise specified, bid the earliest delivery/completion possible. Bidders must insert a definitive time frame IN CALENDAR DAYS, within which delivery/completion will be made after receipt of order (ARO). Indefinite terms such as "promptly", "stock", "as soon as possible", etc., will not be given consideration. **THE FAILURE OF A BIDDER TO PROVIDE A DEFINITE DELIVERY TIME WILL RESULT IN THE BID BEING REJECTED AS NONRESPONSIVE IN ITS ENTIRETY OR, WHEN APPLICABLE, FOR THE ITEM SPECIFIED.**

Delivery in calendar days __________ after receipt of order.
D. ADDENDA

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bids:

Addendum No. ____________________  Dated ______________

Addendum No. ____________________  Dated ______________

Addendum No. ____________________  Dated ______________

E. BUSINESS CLASSIFICATION

Bidders are requested to provide the following information to Chesterfield County regarding their business. This information is for statistical purposes and, except in the case of tie bids, all firms submitting bids will receive equal consideration (refer to Clause F of the General Terms and Conditions). Bidder shall indicate whether they are classified as a:

Minority-Owned Business:  Yes □ No □

Women-Owned Business:  Yes □ No □

Chesterfield Business:  Yes □ No □

F. BIDDER’S CHECKLIST

This checklist is provided to assist bidders in submitting a responsive bid and may not be inclusive of all solicitation requirements. Bidders are expected to carefully read the entire solicitation and verify that the following issues have been addressed prior to submission of a bid:

Provide all requested information on cover page, including a signature.

Bid Form, in its entirety, including Virginia State Corporation Commission (SCC) Registration Information

Attachment A – Specifications

G. CONTRACTOR’S REPRESENTATIVE

Please furnish the name(s) of a contact person, address, telephone, fax number, and email address for placing orders:

Name(s): __________________________________________

Address: __________________________________________

Phone (voice): ___________________  Fax: ________________

Cell Phone: _______________  Email Address: ______________
H. PAYMENT TERMS

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.

Our terms are: __________________________

I. VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

The bidder shall check one of the following. The bidder is:

a corporation or other business entity with the following SCC identification number:

__________ -OR-

not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) -OR-

an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**NOTE** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC Identification number after the due date for bids. No award shall be issued to a bidder who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers):
## ATTACHMENT A – SPECIFICATIONS

<table>
<thead>
<tr>
<th>VEHICLES, COMPACT SPORT UTILITY, 4-DOOR, ALL WHEEL DRIVE (AWD), FORD ESCAPE OR EQUAL. NEW, UNUSED, CURRENT PRODUCTION MODEL YEAR. VEHICLES SHALL INCLUDE ALL MANUFACTURER’S STANDARD EQUIPMENT AND THE FEATURES LISTED IN THE FOLLOWING SPECIFICATIONS:</th>
<th>CIRCLE Y IF SAME, OR EXPLAIN THE DIFFERENCE IN THE EQUIPMENT/FEATURES OFFERED IN THE SPACE PROVIDED.</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXTERIOR COLOR: WHITE, SILVER; STATE OTHER COLORS AVAILABLE</td>
<td>Y</td>
</tr>
<tr>
<td>INTERIOR COLOR: GREY PREFERRED; STATE COLORS AVAILABLE</td>
<td>Y</td>
</tr>
</tbody>
</table>

### POWER TRAIN

| ENGINE: 2.0L, 4-CYLINDER OR EQUAL | Y |
| FUEL TYPE: UNLEADED GASOLINE AND FLEX FUEL, IF AVAILABLE | Y |
| FUEL EFFICIENCY: MINIMUM 23 M.P.G. COMBINED AVERAGE (CITY/HIGHWAY) | Y |
| WHEELBASE: 103.0", MINIMUM | Y |
| TRANSMISSION: AUTOMATIC WITH OVERDRIVE | Y |
| DRIVE TRAIN: ALL WHEEL DRIVE | Y |
| STEERING: POWER, ADJUSTABLE TILT STEERING WHEEL | Y |
| FUEL CAPACITY: MANUFACTURER’S STANDARD | Y |

### CHASSIS

| AXLE/SPRINGS/FRAME: AS REQUIRED FOR VEHICLE G.V.W.R. | Y |
| TIRES: MANUFACTURER’S STANDARD. ALL TIRES SHALL BE IDENTICAL (NO CROSS BRANDS OR MODELS). ALL TIRES AND WHEELS SHALL BE PROPERLY BALANCED. | Y |
| WHEEL COVERS/HUB CAPS: MANUFACTURER’S STANDARD | Y |
| SPARE: MANUFACTURER’S STANDARD, TO INCLUDE JACK AND LUG WRENCH. MAY BE MOUNTED ON TRADITIONAL STEEL WHEEL. | Y |

### SAFETY

| AIR BAGS: DRIVER & FRONT PASSENGER | Y |
| BRAKING SYSTEM: POWER, 4-WHEEL ANTI-LOCK (ABS) | Y |

### SEATING

| SEATING TYPE/MATERIAL: MANUFACTURER’S STANDARD | Y |
| SEATING CAPACITY: 5, MINIMUM | Y |

### ACCESSORIES

<p>| AIR CONDITIONING/HEATER: MANUFACTURER’S STANDARD, FACTORY INSTALLED TO MEET CURRENT REFRIGERANT REGULATIONS | Y |</p>
<table>
<thead>
<tr>
<th>ACCESSORIES (continued)</th>
<th>Circle Y if same, or explain the difference in the equipment/features offered in the space provided.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Radio: AM/FM Stereo</td>
<td>Y</td>
</tr>
<tr>
<td>Instrumentation: Factory installed gauges, dome light and cruise control</td>
<td>Y</td>
</tr>
<tr>
<td>Glass: All standard factory tinted</td>
<td>Y</td>
</tr>
<tr>
<td>Windshield Wipers: Electric, 2-Speed, with intermittent wiper/washer system</td>
<td>Y</td>
</tr>
<tr>
<td>Windows: Power</td>
<td>Y</td>
</tr>
<tr>
<td>Door Locks: Power</td>
<td>Y</td>
</tr>
<tr>
<td>Rear Window: Electric defroster and wiper/washer system</td>
<td>Y</td>
</tr>
<tr>
<td>Flooring: O.E.M. carpet, with matching carpeted floor mats for front and rear seats</td>
<td>Y</td>
</tr>
<tr>
<td>Mirrors: Exterior power right/left</td>
<td>Y</td>
</tr>
<tr>
<td>License Plate Bracket: Equipped with front and rear brackets, or pre-configured for front and rear plates</td>
<td>Y</td>
</tr>
<tr>
<td>Keys: Two complete sets for each vehicle, with vehicle key codes (if applicable)</td>
<td>Y</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPTIONAL EQUIPMENT</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trailer tow package: Standard for G.W.V.R.</td>
<td>Y</td>
</tr>
<tr>
<td>Daytime running lights</td>
<td>Y</td>
</tr>
</tbody>
</table>

**O.E.M. Part Numbers:** List for the following preventive maintenance parts for this vehicle, or indicate if P/N will be provided prior to delivery:

<table>
<thead>
<tr>
<th>Part</th>
<th>Y</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Filter - P/N</td>
<td>Y</td>
</tr>
<tr>
<td>Fuel Filter - P/N</td>
<td>Y</td>
</tr>
<tr>
<td>Oil Filter - P/N</td>
<td>Y</td>
</tr>
<tr>
<td>Transmission Filter - P/N</td>
<td>Y</td>
</tr>
<tr>
<td>Brake Shoes (front/rear) - P/N</td>
<td>Y</td>
</tr>
<tr>
<td>All Engine Belts - P/N</td>
<td>Y</td>
</tr>
<tr>
<td>Radiator Hose (upper/lower) - P/N</td>
<td>Y</td>
</tr>
</tbody>
</table>
May 22, 2012
ADDENDUM #1
Invitation for Bid #12-0552
Vehicles, Compact Sport Utility

This Addendum supplements, modifies, deletes from, or adds to the original Invitation for Bid noted above and all of the requirements of the addendum are herein made a part of the IFB and any resulting contract documents. Please sign and return this addendum to the Purchasing Department, 9901 Lori Road, Lane B. Ramsey Building, 3rd Floor, Room 303, P. O. Box 51, Chesterfield, VA 23832-0001. Bids, changes to a response, or addenda shall not be accepted via fax machine or by internet e-mail.

This Addendum consists of 1 page.

Please make the following changes/clarifications/additions:

1. Page 21 of 22, POWER TRAIN. Change Engine to read: Ford 1.6L ECO 4-cylinder or equal.
2. Page 21 of 22, POWER TRAIN. Change Drive Train to read: All wheel drive or 4-wheel drive only.
3. Page 22 of 22, ACCESSORIES. Change Flooring to read: O.E.M. carpet, with matching carpeted floor mats for front seat only. Rear floor mats are desired, if available.
4. Page 22 of 22, ACCESSORIES. Change Keys to read: Two keys and two key fobs per vehicle.

My signature below acknowledges receipt of this Addendum and certifies that my bid submission includes all information, modifications, additions or deletions pertaining to the Addendum and the IFB.

COMPLETE LEGAL NAME OF BIDDER: 

SIGNATURE: 

DATE: 

Prepared by:
Kimberly H. Mitchell, CPPB
Senior Contract Officer