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

NOTICE OF RENEWAL OF CONTRACT

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

DATE ISSUED: SEPTEMBER 5, 2013
CURRENT CONTRACT NO: 616-13
CONTRACT TITLE: COMPACT SPORT UTILITY VEHICLES
PRIOR CONTRACT NO: N/A

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

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Award is effective SEPTEMBER 1, 2013 and expires on AUGUST 31, 2014.

This is the SECOND 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
EMAIL: BMCGUIRE@PICKCAPITAL.COM

COUNTY CONTACT: LAILA RANGEEN
EMAIL: LRANGEEN@ARLINGTONVA.US

________________________________________
CONTRACT AUTHORIZATION
DATE: 9/5/13
DISTRIBUTION:
BID FOLDER: 1

IVETTE GONZALEZ
PROCUREMENT OFFICER
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 no 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

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 Pollos Secretary
DATE: 12-10-2012
NOTICE OF RENEWAL

July 24, 2013

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

Re:   Requirements Contract #12-0552, Vehicles, Compact Sport Utility

Dear Mr. McGuire:

As allowed under the terms and conditions of the above referenced contract, it is Chesterfield County’s intent to renew this contract for a 2nd term beginning September 1, 2013 through August 31, 2014. Attached is a Contract Pricing/Information Sheet that reflects the new term. You are hereby requested to concur with renewing this contract at the existing pricing, terms and conditions by signing below and returning this form to fax number (804) 717-6378 on or before Monday, August 5, 2013.

Concur: __________________________
Capital GMC Trucks, Inc.

Please inform your insurance agent to continue forwarding insurance certificates to the County.

The attached Certification of Subcontractor/Supplier Activity Form is required for you to furnish data regarding subcontractors and suppliers with which you have contracted to provide the goods and services required to fulfill obligations under this contract for the previous contract term. This certification form must be completed and returned prior to completion of the renewal process. If no Minority-Owned Businesses (MOB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) subcontractors/suppliers were utilized in the performance of this contract, please check the statement shown below.

I utilized no MOB, WOB or CB subcontractors/suppliers in the performance of this contract: ✓

Thank you for your prompt attention to this request.

Sincerely,

Kimberly H. Mitchell, CPPB
Senior Contract Officer

Attachment
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: September 1, 2013 through August 31, 2014
(Second 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>
</tr>
</tbody>
</table>

Year/Model: 2014 Chevrolet Equinox LS AWD

Standard Warranty/Parts & Labor: 36 months/36,000 miles

Power Train Warranty/Parts & Labor: 60 months/100,000 miles

Manufacturer build out/order cut-off date: 04/01/14
Optional Equipment

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<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</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>Feature</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Exterior Color</strong></td>
<td>White, Silver; state other colors available</td>
</tr>
<tr>
<td><strong>Interior Color</strong></td>
<td>Grey preferred; state colors available</td>
</tr>
<tr>
<td><strong>POWER TRAIN</strong></td>
<td></td>
</tr>
<tr>
<td>Engine</td>
<td>2.0L, 4-cylinder or equal</td>
</tr>
<tr>
<td>Fuel Type</td>
<td>Unleaded gasoline and flex fuel, if available</td>
</tr>
<tr>
<td>Fuel Efficiency</td>
<td>Minimum 23 m.p.g. combined average (city/highway)</td>
</tr>
<tr>
<td>Wheelbase</td>
<td>103.0&quot;, minimum</td>
</tr>
<tr>
<td>Transmission</td>
<td>Automatic with overdrive</td>
</tr>
<tr>
<td>Drive Train</td>
<td>All wheel drive</td>
</tr>
<tr>
<td>Steering</td>
<td>Power, adjustable tilt steering wheel</td>
</tr>
<tr>
<td>Fuel Capacity</td>
<td>Manufacturer's standard</td>
</tr>
<tr>
<td><strong>CHASSIS</strong></td>
<td></td>
</tr>
<tr>
<td>Axle/Springs/Frame</td>
<td>As required for vehicle G.V.W.R.</td>
</tr>
<tr>
<td>Tires</td>
<td>Manufacturer's standard, All tires shall be identical (no cross brands or models). All tires and wheels shall be properly balanced.</td>
</tr>
<tr>
<td>Wheel Covers/Hub Caps</td>
<td>Manufacturer's standard</td>
</tr>
<tr>
<td>Spare</td>
<td>Manufacturer's standard, to include jack and lug wrench. May be mounted on traditional steel wheel.</td>
</tr>
<tr>
<td><strong>SAFETY</strong></td>
<td></td>
</tr>
<tr>
<td>Air Bags</td>
<td>Driver &amp; Front Passenger</td>
</tr>
<tr>
<td>Braking System</td>
<td>Power, 4-wheel Anti-lock (ABS)</td>
</tr>
<tr>
<td><strong>SEATING</strong></td>
<td></td>
</tr>
<tr>
<td>Seating Type/Material</td>
<td>Manufacturer's standard</td>
</tr>
<tr>
<td>Seating Capacity</td>
<td>5, minimum</td>
</tr>
<tr>
<td><strong>ACCESSORIES</strong></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning/Heater</td>
<td>Manufacturer's standard, factory installed to meet current refrigerant regulations</td>
</tr>
</tbody>
</table>

Circle Y if same, or explain the difference in the equipment/features offered in the space provided.
<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>☑</td>
</tr>
<tr>
<td>Instrumentation: Factory installed gauges, dome light and cruise control</td>
<td>☑</td>
</tr>
<tr>
<td>Glass: All standard factory tinted</td>
<td>☑</td>
</tr>
<tr>
<td>Windshield Wipers: Electric, 2-Speed, with intermittent wiper/washer system</td>
<td>☑</td>
</tr>
<tr>
<td>Windows: Power</td>
<td>☑</td>
</tr>
<tr>
<td>Door Locks: Power</td>
<td>☑</td>
</tr>
<tr>
<td>Rear Window: Electric defroster and wiper/washer system</td>
<td>☑</td>
</tr>
<tr>
<td>Flooring: O.E.M. carpet, with matching carpeted floor mats for front and rear seats</td>
<td>☑</td>
</tr>
<tr>
<td>Mirrors: Exterior power right/left</td>
<td>☑</td>
</tr>
<tr>
<td>License Plate Bracket: Equipped with front and rear brackets, or pre-configured for front and rear plates</td>
<td>☑</td>
</tr>
<tr>
<td>Keys: Two complete sets for each vehicle, with vehicle key codes (if applicable)</td>
<td>☑</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>☑ if selected</td>
</tr>
<tr>
<td>Daytime running lights</td>
<td>☑ 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

<table>
<thead>
<tr>
<th>Part</th>
<th>P/N</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Filter</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>Fuel Filter</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>Oil Filter</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>Transmission Filter</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>Brake Shoes (front/rear)</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>All Engine Belts</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>Radiator Hose (upper/lower)</td>
<td>☑</td>
<td></td>
</tr>
</tbody>
</table>