



**COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1111 EAST BROAD STREET
RICHMOND, VA 23219**

CONTRACT # E194-79797

USED VEHICLES

7/15/18

CONTRACT PERIOD: 7/15/2018 through 7/14/2023

COMMODITY CODE: NIGP (07104) Automobiles or (07203) Class 3 Trucks (10,001 - 14,000 lbs. GVWR)

AUTHORIZED USERS: Unless otherwise instructed by the Division of Purchases and Supply (DPS), State agencies, institutions of higher education, and other public bodies and entities are authorized to use the Contract by the Code of Virginia § 2.2-1110. Additionally those specified by the Code of Virginia §2.2-1120, to include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code.

eVA VENDOR ID: # VS0000079393

CONTRACTOR NAME: BASIC AUTO SALES, 11371 Washington Highway, Ashland, VA 23005

CONTRACTOR POINT OF CONTACT:

David Kube, 804-400-3867, fleet-sales@comcast.net

Kory Hummer, 804-305-7777, Koryhummer@aol.com

PAYMENT TERMS: Net 30

DELIVERY TERMS: (See Section 2)

CONTRACT PRICES (See Section 3)

DPS CONTRACTING OFFICER: Dennis Donahue, 804-786-5410, dennis.donahue@dgs.virginia.gov

NOTE: This public body does not discriminate against faith-based organizations (Code of Virginia, §2.2-4343.1D), or against a bidder or offeror because of race, religion, color, sex, age, disability, national origin, status as a service disabled veteran or any other basis prohibited by state law relating to discrimination in employment. (Code of Virginia, §2.2-4310.A)

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1. ORDERING AND RECEIVING INSTRUCTIONS

- A. Ordering Method: This is an optional use Contract. To ensure maximum transparency and public access to the Commonwealth's procurement opportunities and consistent with Code of VA §2.2-1110, all Authorized Users must issue purchase orders through the Commonwealth's electronic procurement solution www.eva.virginia.gov. The orders will be governed under this agreement and the terms contained in the separate agreement for participation in eVA executed by the Contractor.
- B. Ordering Information:
Enter purchase orders in the eVA system as Non-Catalog Orders. Each line item of the requisition must be identified with the correct Contractor name and location (eVA Vendor ID #), Contract item number, full item description and Contract price. The Contract number **must** be inserted in the Contract Number field for each line item of the eVA requisition. Purchase orders not bearing the correct Contract number in the correct field will be non-compliant and may not be considered a purchase against this Contract.
- C. Receiving and Acceptance: Inspection and acceptance of Products and/or Services upon delivery and approval of Contractor's invoice is the responsibility of the Authorized User.

2. GENERAL INFORMATION

- A. Delivery: Delivery times vary and depend on the Product ordered. Consult the Authorized Dealer for information on delivery from the time the Contractor receives the order. Contractor must adhere to all security requirements at any facilities that are served.
- B. Invoices: All invoices shall be rendered promptly to the Authorized User after all Products and/or services covered by the invoice have been provided. Contractor shall submit invoices for any Authorized User in accordance with the invoice mailing instructions and other instructions contained in the Order. No invoice may include any cost other than those identified in the Contract or individual Order referencing this Contract. Invoices shall provide at a minimum:
1. Name of Authorized User (the ordering entity)
 2. Authorized User point of contact name

3. Description of the Products and/or Services provided
4. Invoice number
5. Invoice date
6. Monthly charges
7. Contract number
8. Purchase order number

C. Methods of Payment:

1. Payment will be made thirty (30) days after receipt of Product and/or Services or a valid invoice, whichever is later.
2. For valid invoices in the amount of \$5,000 or less, or any then-current charge card small dollar usage threshold of the Authorized User, Contractor shall accept payment using an Authorized User's purchasing card or any other order / payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, under contract for the use by the Authorized User. Contractor agrees that they shall not accept any Charge Card Order that exceeds the minimum amount (e.g., \$5,000, etc.) or any other card limitation established and authorized for use with the Contractor by an Authorized User.

3. PRICING

1. **Black Book Value:** The National Auto Research, Black Book®, Used Car & Light Truck Value/Price Point, Virginia Weekly Wholesale Clean Value with the applicable adjustments made for mileage and optional equipment will be used to determine the "**Black Book Value**" of the vehicle. The Contractor shall have and maintain an internet subscription to the above referenced Black Book edition at all times during the term of the contract. The Contractor must provide the Ordering Agency with a printout of the Black Book Value that shows the value posted on the date of the Ordering Agency's inquiry to purchase the vehicle and must be a true representation of the vehicle requested. The Contractor shall provide the Ordering Agency with an updated Black Book value to show any adjustments made for actual mileage, etc. and the effective date of pricing for agency approval.
2. **Discount:** The discount shall be the Dealer's percentage that shall be added or deleted to the Black Book Value to determine the final contract Selling Price. The discount shall include all goods and services provided, including all fees, preparation, inspection and delivery up to 50 miles from dealership's location plus any delivery to Richmond, Virginia. Except for additional mileage rates for deliveries in excess of 50 miles from dealership's location, no extra charges will be permitted.
3. **Selling Price:** The Selling Price shall be determined by applying (adding) the discount percentage to the Black Book Value. The Contractor may sell vehicles for less than the pricing structure awarded; however, at no time shall vehicles be sold at higher price.
4. **Delivery Charges:** The vendor shall provide delivery for the product(s) purchased in accordance with the following:

a. Distance: Shall be calculated by the number of actual miles from the vendor's physical address to the delivery point specified by the ordering entity. Mileage shall be determined using Google (maps and directions) at <http://maps.google.com>; with the results rounded up to the next whole mile.

b. Included Miles: Distance equal to or less than 50 miles and all deliveries to a Richmond Virginia address, including Virginia State Police Headquarters (VSP) located at 7700 Midlothian Turnpike Richmond, VA 23235 - shall be delivered FOB Destination, freight included. No extra charges permitted.

c. Additional Miles Delivery Charges: Distance equal to or more than 51 miles. The vendor may add an additional delivery charge of no more than \$1.80 per mile of the difference between the actual total distances minus 50 included miles.

(Example: Actual total distance = 150 miles, minus 50 included miles, equals 100 miles applicable for additional delivery charges per vehicle ... 100 miles x \$1.80 = \$180).

Therefore, the dealer may add \$180 to the invoice.

d. Reduced Rate for Additional Delivery Charges: Contractor shall provide the additional delivery rates as follows:

i) Single purchase orders for multiple vehicles: Contractor should offer a reduced delivery rate for multiple vehicles ordered on any single purchase order. The regular rate provided must be equal to or less than \$1.80 per mile applicable to the first vehicle and any reduced rates should apply to subsequent vehicles on the same purchase order. Partial shipments of any single order made at the option of the Vendor shall not change delivery charges.

ii) Multiple purchase orders: If the vendor delivers multiple vehicles ordered on different purchase orders in a single shipment, the vendor should extend the reduced delivery rate(s) to the ordering entity. The Vendor must have prior written approval from the ordering entity and obtain any necessary change orders.

iii) Additional delivery rates shall not apply to any vehicle ordered by VSP in Richmond VA.

Quantity Discounts

(7/15/2018 through 7/14/2020)

<u>Discount Price Levels</u>	<u>Quantity of Used Vehicles Purchased (each)</u>	<u>Discount % added to Black Book Value</u>
1	1-5	+ 1%
2	6 – 10	+ 0.75 %
3	11-15	+ 0.50 %
4	16-20	+ 0.25 %
5	21 +	(none)