

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Vendor ID 0000001269
Shearer Chevrolet Co Inc
1675 Shelburne Rd
PO Box 566
Burlington VT 05402
United States

Phone #: 802-658-1111

Contract ID 0000000000000000000034032	Page 1 of 4	
Contract Dates 06/05/2017 to 06/04/2019	Origin CPS	
Description: CPS - USED VEHICLES - I	Contract Maximum \$9,999,999.99	
Buyer Name Smith, Steven D	Buyer Phone 828-4681	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		USED PASSENGER CAR PURCHASE PRICE TO BE MINUS 5% DISCOUNT FROM AVERAGE RETAIL VALUE PRICE FROM NADA GUIDE POSTED ON HTTP://NADAGUIDES.COM AT TIME OF ORDERING.	EA	0.01000	0.00	0.00
2		USED MINI VANS PURCHASE PRICE TO BE MINUS 5% DISCOUNT FROM AVERAGE RETAIL VALUE PRICE FROM NADA GUIDE POSTED ON HTTP://NADAGUIDES.COM AT TIME OF ORDERING	EA	0.01000	0.00	0.00
3		USED CARGO VANS PURCHASE PRICE TO BE MINUS 5% DISCOUNT FROM AVERAGE RETAIL VALUE PRICE FROM NADA GUIDE POSTED ON HTTP://NADAGUIDES.COM AT TIME OF ORDERING	EA	0.01000	0.00	0.00
4		USED PICKUP TRUCK PURCHASE PRICE TO BE MINUS 5% DISCOUNT FROM AVERAGE RETAIL VALUE PRICE FROM NADA GUIDE POSTED ON HTTP://NADAGUIDES.COM AT TIME OF ORDERING	EA	0.01000	0.00	0.00
5		USED SUV'S PURCHASE PRICE TO BE MINUS 5% DISCOUNT FROM AVERAGE RETAIL VALUE PRICE FROM NADA GUIDE POSTED ON HTTP://NADAGUIDES.COM AT TIME OF ORDERING	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE CERTIFIED USED VEHICLES TO STATE AGENCIES AND POLITICAL SUBDIVISIONS WITHIN VERMONT.

CONTRACT PERIOD: JUNE 05, 2017 TO JUNE 4, 2019 WITH THE OPTION TO RENEW FOR TWO ADDITIONAL 12 MONTH PERIODS.

CONTRACTOR POC:

CHUCK WILLIAMS
PHONE: 802-651-0238
FAX: 802-651-0225
EMAIL: CHUCK@SHEARERVT.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH, PURCHASING AGENT
TELEPHONE #: 802-828-4681
FAX #: 802-828-2222
EMAIL: STEVEN.SMITH@VERMONT.GOV

VEHICLE GENERAL SPECIFICATIONS AND REQUIREMENTS

REVISED 09/04/2015

TITLES: ALL TITLES WILL BE WRITTEN TO THE REQUESTING DEPARTMENT. ALL STATE OWNED VEHICLES WILL INDICATE THE FIRST LIEN HOLDER AS THE STATE OF VERMONT, BUILDINGS AND GENERAL SERVICES, FMS, 7 GREEN MOUNTAIN DRIVE, MONTPELIER, VT 05620-4502

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ALL COMPONENTS, BRAKE LININGS, CLUTCH DISKS, ETC WILL BE MANUFACTURED WITH ASBESTOS FREE MATERIAL.

PLEASE NOTE THAT ALL EQUIPMENT NORMALLY ADVERTISED AS STANDARD IS TO BE INCLUDED ON THE VEHICLES ORDERED UNLESS SUPERSEDED BY THE DETAILED SPECIFICATION.

AT THE TIME OF DELIVERY, ALL VEHICLES MUST MEET THE FOLLOWING CONDITIONS:

1. CONFORM AND BE EQUIPPED TO MEET THE REQUIREMENTS OF THE VERMONT DEPARTMENT OF MOTOR VEHICLES.
2. MEET CALIFORNIA EMISSIONS STANDARDS
3. BE COMPLETELY SERVICED BY VENDOR INCLUDING:
 - a. STEERING GEOMETRY
 - b. BALANCING OF ALL WHEELS AND TIRES
4. INCLUDE MANUFACTURERS STANDARD QUANTITY OF KEYS AND FOBS THAT NORMALLY ARE INCLUDED WITH THE VEHICLE.
5. ALL NECESSARY PAPERWORK REQUIRED TO REGISTER VEHICLE
6. BE ELIGIBLE TO BE REGISTERED IN VERMONT

VENDOR IS TO PROVIDE ORDER ACKNOWLEDGEMENT TO "INVOICE TO" ADDRESS OR AN ADDRESS DETERMINED BY THE ORDERING PARTIES.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER

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SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

PRICING: VEHICLE PRICING SHALL BE BASED ON THE "NADA GUIDES" AS POSTED ON THE FOLLOWING WEBSITE ADDRESS: [HTTP://NADAGUIDES.COM](http://NADAGUIDES.COM) THE PURCHASE PRICE SHALL BE DETERMINED BY APPLYING THE DIFFERENTIAL TO THE AVERAGE RETAIL VALUE AND ADDING OR SUBTRACTING AS APPROPRIATE. THE NADA GUIDE RETAIL PRICE WILL BE THE PRICE POSTED AT THE WEBSITE ON THE DATE OF THE PURCHASE ORDER. A SCREEN-PRINT SHOWING THE PRICE AND EFFECTIVE DATE OF THE PRICING SHALL BE INCLUDED WITH THE INVOICE.

ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

TIRES: MUST HAVE FOUR (4) STEEL BELTED RADIAL TIRES WITH A MINIMUM OF 50% OF THE ORIGINAL TREAD DEPTH REMAINING. TIRES MUST HAVE NOT BE REPAIRED OR HAVE EXISTING SIDEWALL OR DEPTH DAMAGE. SPARE TIRE MUST BE INCLUDED. THE TREAD DEPTH FOR THE SPARE TIRE SHALL HAVE A MINIMUM OF 50% OF THE ORIGINAL TREAD DEPTH REMAINING. JACK AND TOOLS SHALL BE INCLUDED.

WARRANTY: THE VEHICLE SHALL BE DELIVERED WITH THE REMAINING PORTION OF THE MANUFACTURER'S WARRANTIES, WHICH APPLY TO THE MODEL OF EQUIPMENT THEY ARE OFFERING. CONTRACTORS ARE TO STIPULATE IF THEY OFFER ANY ADDITIONAL WARRANTIES. AN OFFICIAL WARRANTY STATEMENT OR INFORMATION BOOKLET STIPULATING THE WARRANTY TERMS OFFERED OR ANY DEVIATIONS MUST ACCOMPANY THE VEHICLE AND BE ENDORSED BY THE MANUFACTURER.

VEHICLE RECORDS: COPY OF SERVICE/MAINTENANCE HISTORY AND EVIDENCE OF ANY FACTORY RECALL MODIFICATIONS COMPLETED SHALL BE SUPPLIED WITH EACH VEHICLE. ALL FACTORY RECALL MODIFICATIONS SHALL BE COMPLETED PRIOR TO

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DELIVERY. THE STATE RESERVES THE RIGHT TO INSPECT SERVICE RECORDS AND/OR THE VEHICLE PRIOR TO PURCHASE.

INSPECTION: PRIOR TO DELIVERY, EACH VEHICLE SHALL BE COMPLETELY SERVICED IN ACCORDANCE WITH THE MANUFACTURER'S STANDARD "USED VEHICLE DEALER PREPARATION SCHEDULE" CHECKLIST OR SIMILAR FORM. A FULL EXECUTED COPY OF THAT FORM SHALL ACCOMPANY THE DELIVERY OF EACH VEHICLE. IN ADDITION; EACH VEHICLE SHALL DISPLAY A CURRENT STATE SAFETY INSPECTION STICKER.

VEHICLES AND ALL EQUIPMENT SHALL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE MOTOR VEHICLE OSHA, ICC, AND ANSI REGULATIONS, SAFETY STANDARD, CODES AND ANY OTHER REGULATION IN FORCE AT THE TIME OF DELIVERY.

THE STATE OF VERMONT RESERVES THE RIGHT TO HAVE AGENCY PERSONNEL OBSERVE AND INSPECT DEALER PREPARATION SERVICE PROCEDURES AT THE TIME IT IS BEING PERFORMED. CONTRACTOR IS TO NOTIFY AGENCY AT LEAST 24 HOURS PRIOR TO PREPARATION.

MILEAGE: MAXIMUM MILEAGE SHALL BE 30,000 MILES.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____