



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# State of West Virginia Purchase Order

Order Date: 06-02-2022

CORRECT ORDER NUMBER MUST APPEAR  
ON ALL PACKAGES, INVOICES, AND  
SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CPO 0932 4828 DRS2200000009 1	Procurement Folder:	1032461
Document Name:	DODGE RAM 3500 LARAMIE CREW TRUCK	Reason for Modification:	
Document Description:	FOR USE BY THE REHAB TECH, ENVIRONMENTAL MOD & RANDOLPH SHEP		
Procurement Type:	Central Sole Source		
Buyer Name:	Toby L Welch		
Telephone:	(304) 558-8802		
Email:	toby.l.welch@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000190524 DUTCH MILLER OF CHARLESTON INC 339 MACCORKLE AVE SW  SOUTH CHARLESTON WV 253031263 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Charlyn A Miller Requestor Phone: (304) 356-2103 Requestor Email: charlyn.a.miller@wv.gov  <b>22</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
PROGRAM SERVICES DIVISION OF REHABILITATION SERVICES 10 MCJUNKIN ROAD  NITRO WV 25143 US	PROGRAM SERVICES DIVISION OF REHABILITATION SERVICES 10 MCJUNKIN RD  NITRO WV 25143 US

Total Order Amount: \$63,535.43

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <i>Linda Harper 6/7/22</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John S. Gray 6/10/2022</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>6/16/2022</i> ELECTRONIC SIGNATURE ON FILE
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**Extended Description:**

Central Purchase Order:  
Pursuant to WV Code 5A-3-10c

This Purchase Order constitutes the acceptance of a contract made by and between the State of West Virginia by the Purchasing Director for the Agency, Division of Rehabilitation Services, and the Vendor: Dutch-Miller, for the One Time purchase of One (1) motor vehicle per the attached documentation.

DODGE RAM 3500 LARAMIE CREW TRUCK, VIN # 3C63R3GLONG196455

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	24101500	1.00000	EA	63535.430000	63535.43
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: 2022 DODGE RAM 3500 LARAMIE CREW TRUCK

**Extended Description:**

VIN# 3C63R3GLONG196455

	Document Phase	Document Description	Page 3
DRS2200000009	Draft	FOR USE BY THE REHAB TECH, ENVIRONMENTAL MOD & RANDOLPH SHEP	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

☒ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☒ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

Revised 04/01/2022

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

- ☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- ☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- ☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- ☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- ☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- ☐
- ☐
- ☐
- ☐



Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(email address)

John Gray / Commercial Fleet Manager

John Gray / Commercial Fleet Manager

339 Mac Coker Ave SW, South Charleston 25303

304-343-7700 / 304-343-1474

JGRAY@DUTCHMILLERAUTO.COM

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Dutch Miller Auto Group

(Company)

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

John Gray / Commercial Fleet Manager

John Gray / Commercial Fleet Manager 4/12/22

304-343-7700 / 304-343-1474

JGRAY@DUTCHMILLERAUTO.COM

Emu

*Dutch Miller*

Company: Wv Division Of Rehabilitation  
Services

Email: tammy.l.thomas@wv.gov

Primary Contact: Tammy Thomas

Address: P.O. Box 50890, State Capitol  
Complex  
Charleston, WV 25305

Sales Manager:

Sales Person: John Gray

DMS Number:

New 2022 Ram 3500 Laramie

Stock:

VIN: 3C63R3GL0NG196455

Odometer:

Color: Granite Crystal / Black

Engine:

Transmission:

MPG:

## Cash

\$ 63,535.43

... all amounts and terms subject to credit approval

## CASH DETAILS

Retail Price	\$ 63,465.00
Rebates and Incentives	(\$ 500.00)
<b>NET SELLING PRICE</b>	<b>\$ 62,965.00</b>
Documentary Fee	\$ 499.00
Electronic Filing Fee	\$ 24.50
Temporary Tag Fee	\$ 12.00
<b>TOTAL FEES</b>	<b>\$ 535.50</b>
<b>TOTAL TAXES</b>	<b>\$ 34.93</b>
<b>SALES SUB TOTAL</b>	<b>\$ 63,535.43</b>
<b>FINAL PRICE</b>	<b>\$ 63,535.43</b>

**YOU'RE SAVING \$500.00**

\$500.00 off with Rebates/Incentives

*John Gray*  
*COMMERCIAL/FLEET MGR*

X

Customer Signature

X

Sales Signature

## Options Report

Dealer: 26872 - DUTCH MILLER CHRYSLER DODGE JEEP RAM

Date: April 5, 2022 Time: 09:09:29

VIN: 3C63R3GLONG196455

Dealer Entered Name:

Dealer Entered Odometer: 9 miles

**STRICTLY CONFIDENTIAL:** This information is provided to DEALER, in accordance with Section 4 of DEALER's Software License, Data Exchange and Electronic Commerce Agreement with FCA US LLC. All information provided is based on entries provided by DEALER.

Vehicle Option - All				BUILD OUT SHEET	
Standard Equipment					
Code	Description	Code	Description	Code	Description
APAS	Monotone Paint	AR9S	Single Rear Wheel Group	BGES	Brake Assist
BHDS	Ready Alert Braking	BNBS	Electronic Stability Control	BNGS	Hill Start Assist
BNMS	Traction Control	BNSS	Electronic Roll Mitigation	BNTS	Trailer Sway Damping
BRTS	Anti-Lock 4-Wheel Disc Brakes	CEUS	Key Fob - Black	CGDS	Front Height Adjust Shoulder Bolts
CGSS	Supplemental Side Air Bags	CGUS	Child Seat Anchor System-LATCH Ready	CG3S	Advanced Multistage Front Air Bags
CJIS	Supplemental Frt Seat Side Air Bags	CLPS	Door SB Scuff Pads	CSPS	Driver/Passenger Assist Handles
CTLS	Base Door Trim Panel	CUES	Rear Underseat Compartment Storage	CUMS	No Underseat Storage
CUNS	Overhead Console	DH4S	Electronic Range Select	DJNS	6,000# Front Axle
DKIS	Man Shift-On-The-Fly Transfer Case	DMES	3.73 Axle Ratio	DROS	11.50 Single Wheel Rear Axle
DSAS	Anti-Spin Differential Rear Axle	DS7S	Conventional Differential Frt Axle	GACS	Tinted Glass Windows
GABS	Tinted Windshield Glass	GNAS	Rear View Day/Night Mirror	GNMS	Passenger Side Sun Visor w/Mirror
GPGS	Mirrors-Tow Pwr Adj Heat Black	GXMS	Remote Keyless Entry	GXXS	Sentry Key Theft Deterrent System
GX4S	Pushbutton Start	HAAS	Air Conditioning	HGBS	Dash Liner Insulation
HGFS	Floor Tunnel Insulation	JBFS	Instrument Panel Black Bezel	JCBS	120 MPH Primary Speedometer
JE1S	IP Bezels-Painted	JFJS	Temperature Compass Gauge	JHAS	Var Intermittent Windshield Wipers
JBS	Dual Note Electric Horns	JJJS	12V Auxiliary Power Outlet	JKHS	Glove Box
JKYS	Power Accessory Delay	JMDS	N95+Bio HVAC Cabin Filter	JPHS	Speed Sensitive Power Locks
JP3S	Pwr Front Windows, 1-Touch,Up Down	JY1S	Instrument Cluster Theme 1 (Base)	LACS	Illuminated Entry
LAWS	Tire Fill Alert	LA2S	Vehicle Information Center	LA6S	Incandescent Tail Lamps
LBAS	Map/Courtesy Lamp	LCHS	Rear Dome Lamp	LHDS	Headlamp Off Time Delay
LMES	Halogen Quad Headlamps	LMGS	Automatic Headlamps	LM1S	Daytime Running Headlamps, Low Beam
LNKS	LED Hitch Lamp in Tailgate Handle	LPES	Cargo and CHMSL Lamp	LTFS	Rod Tail Lamp Bezels
MDXS	Active Grille Shutters	MD8S	Deluxe Front License Plate Bracket	ME4S	RAM Door Badges
ME6S	RAM Grille Badge	MFPS	Chrome Headlamp Bezels	MGAS	Ram's Head Badge
MHRS	Front Wheel Well Liners	MNAS	Black Door Handles	MT7S	Ram 3500 Badge
MUSS	4X4 Badge	MXBS	Front Air Dam	NHMS	Speed Control
QAUS	Granite Crystal Met. Clear Coat	RCGS	6 Speakers	RD3S	Accent Color Shark Fin Antenna
RSFS	Media Hub-2 USB, Full Funct, Aux	RS3S	Remote USB Port - Charge Only	SBES	Power Steering
SCFS	4-Spoke Steering Wheel	SFBS	Front Heavy Duty Shock Absorbers	SGBS	Rear Heavy Duty Shock Absorbers
SHAS	Front Stabilizer Bar	SUAS	Tilt Sleeping Column	TGBS	Full Size Spare Tire
TBMS	Tire Carrier Winch	WL1S	Single Rear Wheels	XACS	ParkView Rear Back-up Camera
XABS	Non Adjustable Pedals	XBSS	Pickup Box	XBTS	Tire Pressure Information System
XCTS	Coat Hooks	XEAS	Tow Hooks	XPKS	7 Pin Wiring Harness

## Options Report

Dealer: 26872 - DUTCH MILLER CHRYSLER DODGE JEEP RAM

Date: April 5, 2022 Time: 09:09:29

VIN: 3C63R3GL0NG196455

Dealer Entered Name:

Dealer Entered Odometer: 9 miles

**STRICTLY CONFIDENTIAL:** This information is provided to DEALER, in accordance with Section 4 of DEALER's Software License, Data Exchange and Electronic Commerce Agreement with FCA US LLC. All information provided is based on entries provided by DEALER.

XFRS	Class V Receiver Hitch	XFUS	Trailer Tow w/4-Pin Connector Wiring	XGAS	Front/Rear Climate Control Outlets
XJJS	Locking Tailgate	XJBS	Body Color Fuel Filler Door	XKDS	'Why Buy' Label
XLNS	English/USA Language	X71S	Bumper Module I	X75S	Bumper Module II
X78S	Grille Module	X8SS	Center Console Parts Module	X8YS	Headliner Parts Module
X8ZS	Seat Parts Module	X81S	Instrument Panel Parts Module	X82S	Door Parts Module
X83S	Front End Parts Module	X88S	Tire Wheel Parts Module	YAAS	Build To U.S. Mkt. Specifications
1AAS	U.S. Dealer Retail	188S	Zone 66-Orlando	5AXS	Crew Cab
5BSS	D26333 Vehicle Family	514S	Four Wheel Drive (4WD)(4X4)	517S	Price Class L
5L2S	2022 Vehicle Specifications	5ZFS	8 FT. Cargo Box	5ZNS	3500 Series
594S	Vehicle Order Tracking	6U5S	U.S. Specifications Label	634S	North Carolina Ship to State Code
934S	North Carolina Sold to State Code				

### Optional Equipment

Code	Description	Code	Description	Code	Description
*V9	Cloth 40/20/40 Bench Seat	-X9	Black	AD2	Snow Chief Group
AMP	Chrome Appearance Group	A6B	Tradesman Level 2 Equipment Group	BAJP	220 Amp Alternator
BCCP	Dual 730 Amp Maint. Free Batteries	BC3P	Dash Pass Thru Wire Circuits	CBEP	40/20/40 Split Bench Seat
CDPP	4 Way Front Headrests	CDRP	Front Armrest w/Cupholders	CFMP	Rear Folding Seat
CJ2P	Supp. Side Curtain Frt/Rr Air Bags	CKEP	Floor Covering Carpet	CLEP	Front Rear Floor Mats
CSJP	2 Way Rear Headrest Seat	CUYP	Storage Tray	CV3P	Urethane Shift Control
DBAC	All Automatic Transmissions	DGT	8-Spd Automatic 68RFE Transmission	ETL	6.7L I6 Cummins Turbo Diesel Engine
GFAP	Rear Window Defroster	GFEP	Rear Power Sliding Window	GVBC	All Vehicles W/Power Mirrors
HDBP	Supplemental Heater	JAL	Cluster 7.0 TFT Color Display	JKV	115V Auxiliary Front Power Outlet
JLPP	GPS Antenna Input	JLWP	Active Noise Control System	JVAP	Driver Seat - Manual Adjust 4-Way
JWAP	Frt Pass Seat - Manual Adjust 4-Way	LASP	Selectable Tire Fill Alert	LBTP	Overhead Cupholder Lamp
LEBP	Ext. Mirrors w/Supplemental Signals	LECP	Exterior Mirrors Courtesy Lamps	LEGP	Trailer Tow Mirrors
LE4P	Black Exterior Mirrors	LHLP	Auxiliary Switches - IP Mounted	LNCP	Clearance Lamps
LNYP	Mirror Running Lights	MAFP	Grille-Matte Black Mesh W/Chrome	MBFP	Bright Rear Bumper
MCTP	Bright Front Bumper	MNQP	Grille-Surround Chrome	MPGP	Cummins Turbo Diesel Badge
NAS	50 State Emissions	NENP	Diesel Exhaust Brake	NFC	50 Gallon Fuel Tank
NHJP	Exterior Mirrors w/Heating Element	NHNP	Electronically Controlled Throttle	NMCP	Heavy Duty Engine Cooling
NZCP	Current Generation Eng Controller	PAU	Granite Crystal Met. Clear Coat	RAAC	All Radio Equipped Vehicles
RFLP	8.4 Touchscreen Display	RFPF	Apple CarPlay	RFSP	Google Android Auto
RF7P	USB Host Flip	RSDP	SiriusXM Satellite Radio	RSUP	Audio Jack Input for Mobile Devices
RSXP	Remote USB Port	RTEP	Bluetooth Handsfree Phone and Audio	RTEP	Integrated Center Stack Radio
RQ5P	All R1 Low Radios	TCPP	LT275/70R18E OMI On/Off Road Tires	TZFP	Firestone Brand Tires
UBD	Unconnected 5 W 8.4 Display (USA)	WBHP	18X8.0 Steel Chrome Clad Wheels	WKNP	18" Steel Spare Wheel



## Options Report

Dealer: 26872 - DUTCH MILLER CHRYSLER DODGE JEEP RAM

Date: April 5, 2022 Time: 09:08:29

VIN: 3C63R3GL0NG196455

Dealer Entered Name:

Dealer Entered Odometer: 9 miles

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WLYC	All Steel Wheels	WMJP	Center Hub	XALP	Selective Catalytic Reduction (UREA)
XBEP	Exterior 115V AC Outlet	XBNP	Tip Start	XCMP	Vendor Painted Cargo Box
XEFP	Transfer Case Skid Plate Shield	XHRP	400W Inverter	XJMP	Capless Fuel Fill w/o Discriminator
XRBP	Integrated Voice Command w/Bluetooth	X9BP	SiriusXM Radio Service	X9HP	For More Info, Call 800-643-2112
YGQA	5 Additional Gallons Of Diesel Fuel	ZDRP	Spring - Left Rear	ZKJP	Spring - Left Front
ZSRP	Spring - Right Rear	ZYJP	Spring - Right Front	Z8HP	GVW Rating - 12300#
2HA	Customer Preferred Package 2HA	2TAA	Customer Preferred Package 2TA	4AJ	Connected Services Delete Credit
4EX	Sales Tracking	4H4	Special Scheduling Condition VII	4K2P	4X4 Tracking
4M4	D1-To-D Regress	4NJA	Fuel Fill/Battery Charge	4UGA	TJAC
4ZBP	Vendor Painted Cargo Box Tracking	4ZEP	Saltillo Truck Assembly Plant	4SD	Sales and Distribution Tracking
49F	Distribution Services Tracking	5N6	Easy Order	5UD	Sales and Distribution Tracking
573	Sales Distribution Tracking	7U8P	Distribution Services Tracking	875P	United States Region Group
894P	NAFTA Region				
<b>Special Equipment - No Special Equipment Available</b>					
<b>Special Equipment</b>					
Code	Description	Code	Description	Code	Description
<b>Dealer Installed Option - No Dealer Installed Option Available</b>					
<b>Dealer Installed Option</b>					
Code	Description	Code	Description	Code	Description

  
 JOHN GRAY  
 COMMERCIAL/FLEET MGR