

David W. Hull

200 Saturn Way

*C23143240

Hurricane Chevrolet

Hurricane, WV 25526

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

Request for Quotation

MV11

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

JO ANN ADKINS 304-558-8802

A V

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 08/16/2010 BID OPENING DATE: 09/22/2010 BID OPENING TIME 01:30PM CAT. QUANTITY LINE UOP ITEM NUMBER UNIT PRICE AMOUNT b001 ĖΑ b70-06-01-000 2011 (OR CURRENT MODEL YEAR) MOTOR VEHICLES REQUEST FOR QUOTATION 2010 OCT -5 PH 12: 2*1* THE PURCHASING DIVISION IS SOLICITING BIDS FOR WV PURCHASING A BLANKET OPEN-END STATEWIDE CONTRACT (OR CURRENT YEAR MODELS) TO ALL WEST SUPPLY 2011 DVSO VIRGINIA STATE AGENCIE\$ AND POLITICAL \$UBDIVISIONS. PENDOR'S ARE REQUESTED TO TYPE PRICING INFORMATION AND ADD BIDDER'S COMPANY NAME TO EACH PAGE. PLEASE SUBMIT AND ELECTRONIC VERSION WITH YOUR BID. IS IN ADDITION TO THE ORIGINAL BID PACKAGE. ELECTRONIC VERISON OF MV11 PRICING PAGES CAN BE FOUND AT: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM THE PAPER COPY SHALL PREVAIL IF ANY DIFFERENCE EXISTS BETWEEN THE ELECTRONIC COPY AND THE PAPER SUBMITTED. ****************** QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS 08/24/2010.VENDORS ARE ENCOURAGED TO COMPLETELY REVIEW REQUEST FOR QUOTATION PACKAGE AND BID SHEETS TIME IS OF THE ESSENCE AND THIS PRIOR TO THAT TIME. BID SCHEDULE MUST BE MAINTAINED. WRITTEN QUESTIONS MAY BE SENT VIA FAX, U\$PS, COURIER OR E-MAIL. PREFERRED METHOD IS E-MAIL. SEND TO: JO ANN ADKINS SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 304-562-3005 ADDRESS CHANGES TO BE NOTED ABOVE

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she 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/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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/CHEVROLET/

Hurricane Chevrolet Inc. 200 Saturn Way Hurricane, WV 200 3 0±-₽ ⊢O

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CLASS 3 AUTOMOBILE

Midsize, 4 Door, Front Wheel Drive, Wheelbase 107.4" //2,3
Includes but is not limited to: Toyota Camry, Saturn Aura, Chevrole Malibu

HURRICANE CHEVROLET INC.

	Vendor Name:			
	Manufactures / Prend	CHENROLET		
	Manufacturer / Brand	CHEVIOLET		
	Delivery Model Name & Number	MALIBU 1ZG69		
	Winder Haitle & Nottiber	MALIBU TEGGT		
			HP	TOF
	Standard Equipment Requirements:			سيماعيس
TEC	Engine 2,4L DOHC 4cyL SFI	MIN: 160 HP 156 TORQUE	110	150
	Transmission	Automatic & SPEED	L	
	Steering	Power		
	Brakes	Power/ABS		
	Radio	AM/FM		
	Glass	All Tinted		
	Mirrors	Left & Right Outside		
	License Plate Mounts	Front & Rear		
	Fuel Tank	Factory Standard		
	Power Windows and Locks	Installed		
	Tires Count 4.4 art	All Season		
	Spare Tire COMPACT	Standard Tire w/ Jack		
	Rear Window/Defogger	STD Standard Section		
	Front Seat Air Conditioning	Standard Seating Installed		
	Floor Mats	Installed		
	Seating Capacity	5		
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CLASS 4 AUTOMOBILE

Full Size, 4 Door, Front Wheel Drive,

Wheelbase 110"

Includes but is not limited to: Pontiac G6, Chevrolet Impala, Buick Lucerne HURRICANE CHEVROLET INC.

Vendor Name:

	CHEVROLET		
Delivery	60-90		
Model Name & Number	IMPALA IWF19		
Standard Equipment Requirements:		HP	TOR
Engine 3.54 V6	MIN: 210 HP 210 TORQUE	1 2 1 1	311
Transmission	Automatic	211	1216
Steering	Power	<u> </u>	
Brakes	Power/ABS		
Radio	AM/FM		
Glass	All Tinted		
Mirrors	Left & Right Outside		
License Plate Mounts	Front & Rear		
Fuel Tank	Factory Standard		
Power Windows and Locks	Installed		
Tires	All Season		
Spare Tire	Standard Tire w/ Jack		
Rear Window/Defogger	Standard Tire W Jack		
Front Seat	Standard Seating		
Air Conditioning	Installed		
Floor Mats	Installed		
Seating Capacity	5		
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NECOUR.

David W. Hull

200 Saturn Way

Hurricane Chevrolet

Hurricane, WV 25526

State of West Virginia Request 101
Department of Administration Quotation **Purchasing Division** 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for

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JO ANN ADKINS B04-558-8802

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

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ADDRESS CHANGES TO BE NOTED ABOVE

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she 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/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

This RFQ is to supply 2011 (or latest model year if successful vendor desires) vehicle to the State of West Virginia Agencies and political subdivisions. An award shall be made for each Vehicle Class to the lowest, responsible bidder meeting specifications using the base price of the vehicle bid, including delivery cost and life-cycle costing, pursuant to the changes in the West Virginia Code. The life-cycle costing to be used shall be the gasoline consumption for 100,000 miles. This will only apply to vehicles < 8,500 GVWR.

Gasoline Costing Information:

100,000 ÷ MPG Average (25% - City – 75% Highway) Gasoline shall be based on \$3.00 per gallon.

For example, if a vehicle were to average 25 MPG under the 25% city - 75% highway, the life cycle costing would equal \$12,000.00. ($100,000 \div 25 \times 3.00) The cost of the gasoline (based on \$3.00/gallon) shall be added to the base price and shall be added to the cost shown on the bid for evaluation purposes.

Financial Information

Vehicles may be purchased from this contract by any West Virginia State agency or political subdivision. West Virginia State agencies will either remit payment directly or use a third-party financing company on contract with the State of West Virginia. The Department of Administration, Fleet Management Office (FMO) usually arranges for third-party financing. This arrangement requires the vendor to submit invoices to the Department of Administration, who, in turn forwards those to the third-party financing company for prompt payment.

The time required for third party financing does not differ from the time required for payment directly from the state as both are normally made within 30 days of receipt of vehicle meeting specifications and appropriate invoice. The time period is provided as an estimate only and is not guaranteed. Actual times required to process payment may vary.

Standard options shall be included in the base price of each class with the exception of XM Radio, Sirus and On-Star, these shall be deducted from ALL vehicle classes.

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Option pricing shall be submitted with the bid, but will not be part of the evaluation process. All option pricing shall be at dealer cost. Bidders must sign the Certification and return preferably with the bid. No awards shall be processed without such Certification.

Options other than those stated in the final contract may occasionally be requested. Those options may be considered by the State only if the dealer prices these items at dealer cost and furnishes proof of dealer cost prior to the purchase order being submitted by the agency. Dealer must provide verification of these prices from the manufacturer.

"Option Packages" (ex. Tow Package) must specify what items are included.

Pricing

Use the attached pricing pages for your quotation. Vendors should add their name to each page. All vehicles should be quoted FOB Dunbar, West Virginia. Vendor may add an additional per mile charge for delivery to other locations, but should be aware that additional charges may impact the award.

Prices must remain firm for the life of this contract. **Note:** This contract is in effect for a term of one year or until such time as the vendor notifies the Purchasing Division that the model year build out date has been reached (unless the vendor chooses to supply next model vehicles at price quoted), or until contracts are issued for the next model year.

Delivery Information

Deliveries must be made Monday through Friday 9 a.m. to 3:30 p.m.

Vehicles delivered to Surplus Property will be inspected in a timely manner. Ordering agencies will inform the dealers if the vehicles do not meet specifications outlined in the purchase order. Additionally, they will work with the appropriate vendor to resolve any issues.

Please contact Surplus Property, Gene Young, at 304-766-2626 to make delivery arrangements. Mr. Young must be contacted five (5) working days in advance of requested delivery date for authorization.

All deliveries of vehicles to other agencies (list attached) require 24-hour notice prior to delivery.

Equipment Specifications and Requirements

NOTE: All vehicles <u>must</u> be pre-drilled with hardware to meet specifications that require both front and rear license plate <u>prior</u> to delivery. This is a

requirement under West Virginia State Law. Any vehicle delivered without such holder shall be rejected until the dealer corrects the deficiency.

NOTE:

Options listed on the vehicle classification bid sheets must be quoted with initial bid. These include such things as delivery costs, deduct for pick-up of vehicles at dealership and optional beds for chassis cabs.

NOTE:

When options are priced, back-up alarms must be listed if they are available from the manufacturer for that particular vehicle.

All vehicles shall be gasoline powered unless otherwise stated. Diesel, hybrid, Flex Fuel, etc. may be specified on various models.

Vehicles must have all equipment found on the manufacturer's base model plus all other items, packages, etc., needed to meet the specifications for each order class placed against the contract.

All equipment/options must be manufacturer installed except tow hooks. Any other non-manufacturer installed options must be approved by the Purchasing Division.

All vehicles shall have the full manufacturer's warranty.

Prior to delivery, all vehicles must include the following:

- 1. Complete lubrication:
- 2. Fill crank case with oil:
- 3. Adjustment of engine to proper operating condition;
- 4. Inflate tires to proper pressure;
- 5. Verification of perfect operation of all mechanical and performance features:
- 6. Front end alignment and balancing of all tires;
- 7. Wash and clean inside and out including removal of all unnecessary tags, stickers, papers, etc. Fleet Management does not want stickers in windows.
- Owners manual:
- 9. Full tank of fuel. Bi-Fuel, hybrid, FFV, etc. vehicles must include all tanks full upon delivery. This may require dealer to top off tanks immediately prior to delivery to Surplus Property or other approved location;
- 10. Temporary West Virginia License if required:
- 11. Valid West Virginia Inspection Sticker affixed to windshield. The vehicle must be inspected in the month delivered, thus providing a minimum of 11 months and maximum of 12 months before the next inspection must occur;
- 12. No dealer insignia or other advertising shall be affixed to the vehicle or appear on mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising may be rejected.

Reports:

Successful vendors shall be required to submit a report July 15, 2011 detailing the number of vehicles by class and total amount of sales to that date under the MV11 contract. It would be helpful if this report included the agency/political sub making the purchase. Submit report to: jo.a.adkins@wv.gov.

The following State Agencies require 24 hour notice prior to delivery.

Division of Highways West Virginia State Police

Division of Natural Resources Higher Education (Colleges)

Division of Forestry Elected Officials



Request for Quotation

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	MV11	

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JO ANN ADKINS 304-558-8802

David W. Hull Hurricane Chevrolet 200 Saturn Way Hurricane, WV 25526 *C23143240

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

ADDRESS CORRESPONDENCE TO ATTENTION OF

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Memorandum

August 13, 2010

SUBJECT: Specification Meeting - Motor Vehicle Purchases (MV11)

On Tuesday, August 31, 2010 at 9:00 A.M., a motor vehicle specification meeting will be held at the West Virginia State Police Professional Development Center (Class Room 4) at 123 Academy Road, Dunbar, WV 25064.

MV11 – Request for Quotation will be available on Monday, August 16, 2010 on our website at: www.state.wv.us/admin/purchase/newbul.htm A hard copy of MV11 – Request for Quotation will also be mailed.

This is **not** a mandatory meeting. Attendance at this specification meeting is NOT mandatory in order to place a bid on the subsequent request for quotation. But, if you wish to have input into the specifications for 2011 vehicles, it is recommended that you attend this important meeting.

If you have any questions, please contact me.

e ann allino

Very truly yours,

Io Ann Adkins

Department of Administration/Purchasing Division

Buyer Supervisor

304.558.8802 (0)

304.558.4115 (F)

Jo.a.adkins@wv.gov

Certification

MV11

By submitting a signed bid for MV11 – supplying 2011 (or current model year) motor vehicle- vendor hereby certifies under penalty of fraud that all mandatory specifications contained in the Request for Quotation are met.

HURRICANE CHEVROLET INC.						
Vendor (Type Name of Co	ompany)					
200 SATURN WAY	HURRICANE WV 25526					
Address						
Name (Type Name)		Title				
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	1					
(b) a L.	/ July	10-01-10				
Signature		Date				

Note: No contract shall be awarded prior to receipt of this certification.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1 <u>×</u>	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preced-
	ing the date of this certification; or , Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or ,
	Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. X	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. 	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
X	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
require against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency octed from any unpaid balance on the contract or purchase order.
authoriz	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and res the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information d by the Tax Commissioner to be confidential.
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate as during the term of the contract, Bidder will notify the Purgrashag Division in writing immediately.
Bidder:	HURRICANE CHEVROLET INC Signed:
Date:_	10-1-10 Title: FLEET SALES MANAGER
*Check a	any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. MV-1

Purchasing Affidavit (Revised 12/15/09)

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOW	ING SIGNATURE
Vendor's Name:/	FURRICANE CHEVROLET INC.
Authorized Signature:	Date: 10-1-10
State of WW	
County of Retnam	, to-wit:
	worn to before me this 1st day of 6t
My Commission expires _	10/13/2020 .20 / ///
AFFIX SEAL HERE	NOTARY PUBLIC Intel Island
	OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC AMY E. ASHWORTH 7 YOUNG LANE
	HURRICANE, WV 25526 My commission expires October 13, 2020 Purchasing Affidavit (Revised 12/15/09