



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

# Request for Quotation

REQ NUMBER
PC11

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

VENDOR

Country Club Chrysler Jeep Dodge  
 P.O. Box 2321  
 Clarksburg, WV 26302  
 304-624-7611

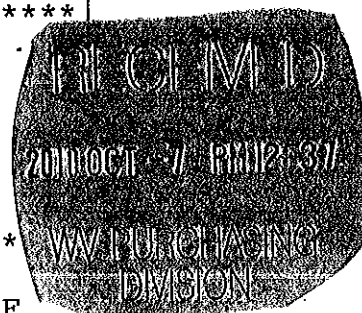
SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/08/2010				

BID OPENING DATE: 10/07/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY 2011 (OR CURRENT YEAR MODELS) POLICE VEHICLES FOR THE WEST VIRGINIA STATE POLICE AND ALL POLITICAL SUBDIVISIONS.</p> <p>ATTACHMENTS TO THIS REQUEST FOR QUOTATION:</p> <ol style="list-style-type: none"> <li>SPECIFICATIONS/PRICING PAGES FOR FORD CROWN VICTORIA, 4 PAGES.</li> <li>SPECIFICATIONS/PRICING PAGES FOR CHEVROLET IMPALA, 4 PAGES.</li> <li>SPECIFICATIONS/PRICING PAGES FOR DODGE CHARGER, 3 PAGES.</li> <li>SPECIFICATIONS/PRICING PAGES FOR FORD EXPLORER, JEEP GRAND CHEROKEE, 3 PAGES.</li> </ol> <p>VENDORS ARE REQUESTED TO COMPLETE PRICING AS REQUESTED ON THE SPECIFICATION/PRICING PAGES, AND BIDDER'S NAME ON EACH PAGE.</p> <p>***** NOTICE ***** NOTICE *****</p> <p>ALL OPTION PRICING MUST BE AT DEALER COST. BIDDERS SHOULD COMPLETE AND RETURN THE INFORMATION/CERTIFICATION PAGE WITH BID. CONTRACTS SHALL NOT BE AWARDED WITHOUT RECEIPT OF THIS CERTIFICATION.</p> <p>*****</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY, SEPTEMBER 21, 2010. QUESTIONS</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>David Hunter</i>	TELEPHONE 304-624-7611	DATE 10/5/10
TITLE Business Link MGR	FEIN 55-0567749	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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](http://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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ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

Country Club Chrysler Jeep Dodge  
 P.O. Box 2321  
 Clarksburg, WV 26302  
 304-624-7611

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<p>MAY BE SENT VIA USPS, FAX, COURIER OR EMIAL.            IN ORDER TO ASSURE NO ONE VENDOR RECEIVES AN UNFAIR            ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE            ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE            PREFERRED. ADDRESS. INQUIRIES TO:</p> <p>JO ANN ADKINS            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305            FAX: 304-558-4115            EMAIL: JO.A.ADKINS@WV.GOV</p> <p>*****REPORTS*****            SUCCESSFUL VENDORS SHALL BE REQUIRED TO SUBMIT A            REPORT (DUE SEPTEMBER 1, 2011) DETAILING THE NUMBER            OF VEHICLES AND TOTAL AMOUNT OF SALES TO DATE.            IT WOULD BE HELPFUL IF THIS REPORT INCLUDED THE            AGENCY OR POLITICAL SUBDIVISION MAKING THE PURCHASE(S)</p>						
0001	1	EA		070-06-99-001	No Bid	No Bid
FORD CROWN VICTORIA POLICE INTERCEPTOR						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>David Starvo</i>	TELEPHONE 304-624-7611	DATE 10/5/10	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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0002	1	EA		070-06-99-002	NO Bid	NO Bid
				CHEVROLET IMPALA POLICE PURSUIT VEHICLE		
				DODGE DURANGO V6	\$25,352	\$25,352
				DODGE DURANGO V8	\$30,594	\$30,594
				JEEP GRAND CHEROKEE	\$26,108	\$26,108
0003	1	EA		070-06-99-003		
				DODGE DURANGO, FORD EXPLR XLT, OR JEEP GRND CHRKE		
0004	1	EA		070-06-99-005	\$21,818	\$21,818
				DODGE CHARGER POLICE PURSUIT VEHICLE		
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						

RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL AGREEMENT OF THE VENDOR AND THE PURCHASER.

SIGNATURE <i>David Hantz</i>	TELEPHONE 304-624-7611	DATE 10/05/10
TITLE FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (WV-35) FOR SERVICES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 SHALL BE SENT TO THE PURCHASING DIVISION ALONG WITH REQUIRED APPROVAL. THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>David Hugo</i>	TELEPHONE 304-624-7611	DATE 10/05/10
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<p>NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>David Adams</i>	304-624-7611	10/05/10

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Business Link MGR</i>	55-0567749	

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:					FILE 42	
RFQ. NO.:					PC11	
BID OPENING DATE:					10/07/2010	
BID OPENING TIME:					1:30 PM	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 304 624 5428 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- DAVID HARTZELL -----						
***** THIS IS THE END OF RFQ PC11 ***** TOTAL:						
MULTIPLE BIDS MULTIPLE PRICES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>David Hartzell</i>	TELEPHONE	304-624-7611	DATE	10/5/10
TITLE	Business Link mgr	FEIN	55-0567749	ADDRESS CHANGES TO BE NOTED ABOVE	

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2011 DODGE CHARGER POLICE PURSUIT VEHICLE  
(MID-SIZE, FOUR DOOR, REAR WHEEL DRIVE)

The base price bid of the specified vehicle will include all items/features/equipment listed by Dodge as standard equipment, as well as any other "optional" features listed below under Mandatory Equipment Base Package. These features include:

**MODEL:** 2011 Dodge Charger- 4 door Sedan  
**Order Code:** LDDE48 3.6L V6

**Mandatory Equipment Base Package:**

Air Conditioning: Installed  
Locks: Power with rear door child security  
Radio: AM/FM/with Clock  
Steering: Power, with Tilt Wheel  
Wipers: Intermittent with high speed Anti-lift Wipers System on Driver side  
Brakes: 4 Wheel Anti-Lock disc brakes with Police Calibration and Heavy duty front brake pads.  
Suspension:  
Transmission: Five-Speed automatic transmission with overdrive plus autostick (column shifter)  
Engine: 3.5 Liter V-6 engine (3.6L V6 for 2011)  
Cooling: Severe Duty Cooling System  
Engine Cradle: Reinforced  
Front Struts: Reinforced  
Alternator: 160-Amp high-output alternator  
Battery: Heavy Duty  
Tires: P225/60R18 BSW V-Rated performance tires  
Wheels/Covers: 18 x 7.5 inch steel wheels with standard Dodge Wheel Covers.  
Spare Tire: Full  
Seats-Front: Heavy-duty cloth front bucket seats with manual lumbar .  
Seats-Rear: Cloth Bench.  
Speedometer: 160-mph certified calibrated speedometer.  
Key: Separate key and key fob  
Defogger: Rear Window installed.  
License Bracket: Front and rear  
Dome Light: Door Switch Deactivated  
Electric Mirrors: LH & RH Remote installed  
Windows: Power with drivers' one touchdown feature  
Floor Covering: Full Carpeting to include a set of four, color-coordinated factory floor mats  
Trunk Release: Electric  
Dome Lamp ( ) Front Aux.



Police Equipment Mounting Bracket: Installed

**State Police Paint Scheme:**

WV State Police Custom Paint Scheme- (Vehicles will be purchased from available Dodge stock colors for the above described models). All bumper coverings and/or body side moldings are to be the same color. The vendor will customize the paint scheme by painting the traditional gold portion of the vehicle, which includes the roof of vehicle, front and rear pillars. The exact paint code and pattern may be obtained from the West Virginia State Police -Procurement Section, Attention 1<sup>st</sup> Sgt. Rick Pursley, (Phone 304-746-2238) prior to bid submission.

**IMPORTANT NOTE:** Prospective Vendors must include all profit margins for the vehicle bid in the "Base Vehicle Cost" below. Any and all options must be made available at actual Dealer Cost ( the below listing is not-all inclusive). Pricing for all options listed below must be provided with the bid package. Failure to provide option-pricing information (at dealer cost) shall be grounds for disqualification of the bid. For bidding purposes, all options listed above must be included in the "Base Vehicle Cost"

**BASE VEHICLE COST:** \$ 21,818

**End of Base Vehicle Cost**

**OPTION PRICING INFORMATION:**

\*\*SEE ATTACHED PAGE\*\*

5.7L Hemi V8 with Mult-Displacement System and 340 hp, 390 lb-ft torque@ 400 RPM.	\$ <u>+\$1382</u>
Cruise Control ( )	\$ <u>STANDARD</u>
Seat-Front-substitute vinyl for cloth	\$ <u>NOT AVAILABLE</u>
Seat-Rear-substitute vinyl for cloth	\$ <u>NO CHARGE</u>
Floor Covering-substitute heavy duty black Vinyl for carpet ( )	\$ <u>\$67.00 (Deletes Floor Mats Also)</u>
Spotlight-Left hand drivers side	\$ <u>\$178.00</u>

Service Manuals (one set) (complete Set of "dealer" shop manuals, inclusive of any future updates)	\$ <u>Not Available at Bid Time</u>
Mats, Front and Rear ( )	\$ <u>STANDARD (Not Available w/Vinyl Floor..</u>
All Vehicles Keyed Alike:	\$ <u>36.00</u>
Spare Tire-Full Size (credit)	\$ <u>142.00</u>
Traction Control	\$ <u>STANDARD</u>
Switchable Daytime Running Lights	\$ <u>NOT AVAILABLE</u>
Auxiliary wiring battery ignition feed to The front passenger floor/dash area	\$ <u>STANDARD</u>
Grounding Stud located in trunk	\$ <u>STANDARD</u>
Wiring for alternating lamps (Wig Wag)	\$ <u>STANDARD</u>
Power Drivers Seat	\$ <u>STANDARD</u>
Shift Lever ( ) COLUMN MOUNTED	\$ <u>STANDARD</u>
West Virginia State Police custom paint Scheme (credit)	\$ <u>178.00</u>

Exterior Color Pricing: SEE ATTACHED SHEET

**Important Note:** The above specified base vehicle cost for vehicles painted "standard factor colors" (no two tone).

The base price quoted above is for any of the specified "standard factor colors" and must include color keyed // matching body trim and bumper covering, if available.

The below listed paint schemes are optional and shall be priced as indicated:

Standard Factory Color in  
Two-Tone Paint Scheme: \$ NOT AVAILABLE

If minimum order quantity required for Special Police Paint Schemes, specify here:

Minimum # 50<sup>w</sup>

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**ADDITIONAL DODGE CHARGER OPTIONS – PC11**

(all at dealer cost)

18" WHEEL COVERS-----\$27.00  
DEACTIVATE REAR DOORS & WINDOWS-----\$22.00  
(DISABLES LEVERS & SWITCHES – RELOCATES DOOR LOCKS)  
WIRING ADAPTER KIT----(DEALER PARTS ONLY)-----\$11.06  
TWO-TONE PAINT ON 4 DOORS, ROOF, & PILLARS - (DEALER OPTION)----\$1,172.00

**STANDARD COLORS**

BILLET METALLIC CLEAR COAT  
BRILLIANT BLACK CRYSTAL PEARL  
BRIGHT WHITE

**OPTIONAL COLORS**

BLACKBERRY PEARL COAT \$263  
TOXIC ORANGE PEARL COAT \$263

**SPECIAL PRODUCTION PAINTS --- \$445 \*minimum order of 50 vehicles**

CALL FOR COLORS

**INTERIOR COLOR**

DARK SLATE GRAY ONLY – ALL MODELS/COLORS

NORMAL DELIVERY TIME IS 120-150 DAYS

SPECIAL PAINT - WOULD BE APPROXIMATELY 150-180 DAYS

NORMAL CUT OFF DATE IS LAST PART OF APRIL 2011 – WE CAN ORDER FOR AFTER JULY 1  
DELIVERY.

VEHICLE HAS CHRYSLER 5 YEAR/100,000 MILE LIMITED POWERTRAIN  
WARRANTY. ADDITIONAL WARRANTY PLANS ARE AVAILABLE. CONTACT VENDOR.

**2011 FORD EXPLORER XLT SSV, JEEP GRAND CHEROKEE, CHEVROLET TAHOE  
(FULL SIZE, FOUR DOOR, FOUR WHEEL DRIVE, UTILITY VEHICLE)**

Vehicles bid in this classification shall be full-size, four door vehicles commonly referred to as sport utility vehicles. In addition to four passenger doors, they must also include a rear lift gate or cargo doors. Any vehicle bid must be able to withstand the rigors of police use and shall meet the following **minimum** specifications. ***In an effort to be more fuel efficient, EPA ratings may be a consideration in the purchase of a SUV vehicle. This range should be a minimum of 13 City and 20 highway.***

The base price bid of the specified vehicle will include all items/features/equipment listed by the manufacturer as standard equipment, as well as any other "optional" features listed below. These features include, but are not limited to the following.

**Mandatory Equipment Package:**

Engine:	Minimum 4.0 L V6	3.6L V6 Standard Engine
Wheelbase:	Minimum 113"	
Transmission:	Automatic, with Heavy Duty Oil Cooler, Maximum Available	
Differential:	Limited Slip, Rear	4 Wheel Traction Control
Transfer Case:	4 wheel Drive	All wheel Drive
Suspension:	Heavy Duty with Front and Rear Stabilizer	
Engine Cooling:	Heavy Duty, Maximum Available for Vehicle	
Steering:	Power Assisted	
Brakes:	Power Assisted / 4 Wheel ABS	
Radio:	AM/FM Stereo	
Front Seats:	Cloth, Bucket Seats	
Rear Seat:	Cloth Bench	
Third Seat:	None	
Windows:	Power Operated	
Door Locks:	Power Operated with Rear Child Safety Feature	
Floor Covering:	Fully Carpeted Passenger Compartment and Cargo Area with Coordinating Carpeted Floor Mats (4) or Heavy Duty Vinyl Floor Covering (If Available with other Equipment Specified)	
Rear Window Defogger:	Installed	
Air Conditioning:	Installed	
Spare Tire:	Full Size	
Skid Plates:	Transmission and Transfer Case	

**-- End of Base Equipment Listing B**

**IMPORTANT NOTE:** Prospective Vendors must include all profit margins for the vehicle bid in the "Base Vehicle Cost" specified below. Any and all options must be made available at actual Dealer Cost (the below listing is not all-inclusive). Pricing for all options listed below must be provided with the bid package. Failure to provide option-pricing information (at dealer cost) shall be grounds for disqualification of the bid.

Model: 2011 DODGE DURANGO AWD 3.6L V6 WDEL75

Vehicle Bid with Maximum Available Engine/Transmission Coolers on V6 Engine. 3rd Row Seat has been Deleted  
Normal Duty Suspension. Transmission Skid N/A Country Club Chrysler Jeep Dodge  
P.O. Box 2321  
Clarksburg, WV 26302  
304-624-7611

**2011 FORD EXPLORER XLT SSV, JEEP GRAND CHEROKEE, CHEVROLET TAHOE  
(FULL SIZE, FOUR DOOR, FOUR WHEEL DRIVE, UTILITY VEHICLE)**

Base Vehicle Cost: \$ 25,352 V6 DODGE DURANGO

**OPTION PRICING INFORMATION:**

Trailer Towing Package:	\$ <u>STANDARD</u>
Control Trac 4WD System	\$ <u>AWD</u>
Rubber Floor Mats	\$ <u>NOT AVAILABLE AT BID TIME</u>
Engine Block Heater	\$ <u>45.00</u>
Skid Plates Package	\$ <u>STANDARD</u>
Service Manuals (one set) -- (complete set of "dealer" shop manuals, Inclusive of any future updates)	\$ <u>NOT AVAILABLE AT BID TIME</u>

**SKID PLATE GROUP INCLUDES:**  
Front Suspension Skid Plate, Fuel Tank Skid Plate Shield,  
Tow Hooks, Transfer Case Skid Plate Shield  
Underbody Skid Plate

**SPECIAL SERVICE PACKAGE OPTIONS**

Heavy Duty Battery	\$ <u>NOT AVAILABLE AT BID TIME</u>
Ground Straps	\$ <u>NOT AVAILABLE AT BID TIME</u>
Roof Wiring Prep Package	\$ <u>NOT AVAILABLE AT BID TIME</u>
Special Service/Fleet Manual	\$ <u>NOT AVAILABLE AT BID TIME</u>

**OTHER:** VEHICLE HAS CHRYSLER 5 YEAR/100,000 mile Limited Powertrain  
Warranty

**EPA RATING OF VEHICLE BID**

**MPG HIGHWAY** 22 est.                      **MPG CITY** 16 est.

**Miscellaneous:** Inspection of Sample Vehicle(s): Within one week after the issuance of a purchase order, the successful bidder shall make arrangements to deliver to the West Virginia State Police, 725 Jefferson Road, South Charleston, West Virginia, a sample vehicle having the same general body, chassis, engine and transmission as the vehicle on which the bid was submitted. This vehicle is not a patrol vehicle and may be a vehicle from the dealer's stock. It will be used as a prototype for determining the method of attaching various items of police equipment.

The standard factory warranty of the vehicle bid shall be clearly specified within the body of the Vendor's bid submission. In addition, any available extended factory warranties which are

Country Club Chrysler Jeep Dodge  
P.O. Box 2321  
Clarksburg, WV 26302  
304-624-7611

**2011 FORD EXPLORER XLT SSV, JEEP GRAND CHEROKEE, CHEVROLET TAHOE  
(FULL SIZE, FOUR DOOR, FOUR WHEEL DRIVE, UTILITY VEHICLE)**

optional shall also be bid as separate items, listing all areas and items covered.

Note: Equipment installation to be at the factory and not "add on" dealer accessories. Any exception(s) will be clearly stated within the body of the respective Vendor's bid submission.

**Inspection, Testing and Evaluation-- State Police Vehicle Only--**

Pre-Delivery: Prior to delivery, each new vehicle must be completely serviced in accordance with standard new car dealer "make ready" preparation and in accordance with these specifications and the manufacturer's recommendations. Crankcase, differential, transmissions and fuel tank must be filled to capacity as recommended by the manufacturer. Each vehicle shall contain a pre-delivery check sheet showing what operations have been performed on the vehicle and signed by the mechanic(s) or individuals that worked on the same prior to the department inspection.

Delivery, Testing and Evaluation: Vehicles will be inspected, tested and evaluated to determine if they meet the requirements of this specification.

Vehicles will be delivered by the dealer. (Vehicles purchased by the West Virginia State Police will be delivered to 725 Jefferson Road, South Charleston, West Virginia.) Vehicles will not be accepted until inspected and approved by the Purchaser. All repairs and corrections will be the responsibility of the dealer. Dealer will provide dealer's license, insurance (as required for dealer license), and reasonable management assistance for pre-delivery acceptance inspections. If the successful bidder's car does not meet the requirements of this specification, it will be rejected.

**2011 FORD EXPLORER XLT SSV, JEEP GRAND CHEROKEE, CHEVROLET TAHOE  
(FULL SIZE, FOUR DOOR, FOUR WHEEL DRIVE, UTILITY VEHICLE)**

Vehicles bid in this classification shall be full-size, four door vehicles commonly referred to as sport utility vehicles. In addition to four passenger doors, they must also include a rear lift gate or cargo doors. Any vehicle bid must be able to withstand the rigors of police use and shall meet the following minimum specifications. *In an effort to be more fuel efficient, EPA ratings may be a consideration in the purchase of a SUV vehicle. This range should be a minimum of 13 City and 20 highway.*

The base price bid of the specified vehicle will include all items/features/equipment listed by the manufacturer as standard equipment, as well as any other "optional" features listed below. These features include, but are not limited to the following.

**Mandatory Equipment Package:**

Engine:	Minimum 4.0 L V6	5.7L V8
Wheelbase:	Minimum 113"	
Transmission:	Automatic, with Heavy Duty Oil Cooler, Maximum Available	
Differential:	Limited Slip, Rear	4 Wheel Traction Control
Transfer Case:	4 wheel Drive	All Wheel Drive
Suspension:	Heavy Duty with Front and Rear Stabilizer	
Engine Cooling:	Heavy Duty, Maximum Available for Vehicle	
Steering:	Power Assisted	
Brakes:	Power Assisted / 4 Wheel ABS	
Radio:	AM/FM Stereo	
Front Seats:	Cloth, Bucket Seats	
Rear Seat:	Cloth Bench	
Third Seat:	None	
Windows:	Power Operated	
Door Locks:	Power Operated with Rear Child Safety Feature	
Floor Covering:	Fully Carpeted Passenger Compartment and Cargo Area with Coordinating Carpeted Floor Mats (4) or Heavy Duty Vinyl Floor Covering (If Available with other Equipment Specified)	
Rear Window Defogger:	Installed	
Air Conditioning:	Installed	
Spare Tire:	Full Size	
Skid Plates:	Transmission and Transfer Case	

**-- End of Base Equipment Listing B**

**IMPORTANT NOTE:** Prospective Vendors must include all profit margins for the vehicle bid in the "Base Vehicle Cost" specified below. Any and all options must be made available at actual Dealer Cost (the below listing is not all-inclusive). Pricing for all options listed below must be provided with the bid package. Failure to provide option-pricing information (at dealer cost) shall be grounds for disqualification of the bid.

Model: 2011 DODGE DURANGO AWD W/OPTIONAL HEMI 5.7L V8 ENGINE WDEH75

Vehicle Bid with Maximum Available Engine/Transmission Coolers.

This Model has 3rd Row Seat Standard, Not able to delete.

Normal Duty Suspension. Transmission Skid N/A **Country Club Chrysler Jeep Dodge**

**P.O. Box 2321**

**Clarksburg, WV 26302**

**304-624-7611**

**2011 FORD EXPLORER XLT SSV, JEEP GRAND CHEROKEE, CHEVROLET TAHOE  
(FULL SIZE, FOUR DOOR, FOUR WHEEL DRIVE, UTILITY VEHICLE)**

Base Vehicle Cost: \$ 30,594 V8 DODGE DURANGO

**OPTION PRICING INFORMATION:**

Trailer Towing Package:	\$ <u>STANDARD</u>
Control Trac 4WD System	\$ <u>ALL WHEEL DRIVE</u>
Rubber Floor Mats	\$ <u>NOT AVAILABLE AT BID TIME</u>
Engine Block Heater	\$ <u>45.00</u>
Skid Plates Package	\$ <u>STANDARD</u>
Service Manuals (one set) -- (complete set of "dealer" shop manuals, Inclusive of any future updates)	\$ <u>NOT AVAILABLE AT BID TIME</u>

**SKID PLATE GROUP INCLUDES:**

Front Suspension Skid Plate, Fuel Tank Skid Plate Shield,  
Tow Hooks, Transfer Case Skid Plate Shield  
Underbody Skid Plate

**SPECIAL SERVICE PACKAGE OPTIONS**

Heavy Duty Battery	\$ <u>NOT AVAILABLE AT TIME OF BID</u>
Ground Straps	\$ <u>" "</u>
Roof Wiring Prep Package	\$ <u>" "</u>
Special Service/Fleet Manual	\$ <u>" "</u>

**OTHER:** VEHICLE HAS CHRYSLER 5 YEAR/100,000 Mile Limited Powertrain  
Warranty

**EPA RATING OF VEHICLE BID**

**MPG HIGHWAY** 19 est.

**MPG CITY** 13 est.

**Miscellaneous:** Inspection of Sample Vehicle(s): Within one week after the issuance of a purchase order, the successful bidder shall make arrangements to deliver to the West Virginia State Police, 725 Jefferson Road, South Charleston, West Virginia, a sample vehicle having the same general body, chassis, engine and transmission as the vehicle on which the bid was submitted. This vehicle is not a patrol vehicle and may be a vehicle from the dealer's stock. It will be used as a prototype for determining the method of attaching various items of police equipment.

The standard factory warranty of the vehicle bid shall be clearly specified within the body of the Vendor's bid submission. In addition, any available extended factory warranties which are

Country Club Chrysler Jeep Dodge  
P.O. Box 2321  
Clarksburg, WV 26302  
304-624-7611



**2011 FORD EXPLORER XLT SSV, JEEP GRAND CHEROKEE, CHEVROLET TAHOE  
(FULL SIZE, FOUR DOOR, FOUR WHEEL DRIVE, UTILITY VEHICLE)**

optional shall also be bid as separate items, listing all areas and items covered.

Note: Equipment installation to be at the factory and not "add on" dealer accessories. Any exception(s) will be clearly stated within the body of the respective Vendor's bid submission.

**Inspection, Testing and Evaluation-- State Police Vehicle Only--**

Pre-Delivery: Prior to delivery, each new vehicle must be completely serviced in accordance with standard new car dealer "make ready" preparation and in accordance with these specifications and the manufacturer's recommendations. Crankcase, differential, transmissions and fuel tank must be filled to capacity as recommended by the manufacturer. Each vehicle shall contain a pre-delivery check sheet showing what operations have been performed on the vehicle and signed by the mechanic(s) or individuals that worked on the same prior to the department inspection.

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**2011 FORD EXPLORER XLT SSV, JEEP GRAND CHEROKEE, CHEVROLET TAHOE  
(FULL SIZE, FOUR DOOR, FOUR WHEEL DRIVE, UTILITY VEHICLE)**

Vehicles bid in this classification shall be full-size, four door vehicles commonly referred to as sport utility vehicles. In addition to four passenger doors, they must also include a rear lift gate or cargo doors. Any vehicle bid must be able to withstand the rigors of police use and shall meet the following **minimum** specifications. ***In an effort to be more fuel efficient, EPA ratings may be a consideration in the purchase of a SUV vehicle. This range should be a minimum of 13 City and 20 highway.***

The base price bid of the specified vehicle will include all items/features/equipment listed by the manufacturer as standard equipment, as well as any other "optional" features listed below. These features include, but are not limited to the following.

**Mandatory Equipment Package:**

Engine:	Minimum 4.0 L V6	3.6L V6
Wheelbase:	Minimum 113"	
Transmission:	Automatic, with Heavy Duty Oil Cooler, Maximum Available	
Differential:	Limited Slip, Rear	4 Wheel Traction Control
Transfer Case:	4 wheel Drive	
Suspension:	Heavy Duty with Front and Rear Stabilizer	
Engine Cooling:	Heavy Duty, Maximum Available for Vehicle	
Steering:	Power Assisted	
Brakes:	Power Assisted / 4 Wheel ABS	
Radio:	AM/FM Stereo	
Front Seats:	Cloth, Bucket Seats	
Rear Seat:	Cloth Bench	
Third Seat:	None	
Windows:	Power Operated	
Door Locks:	Power Operated with Rear Child Safety Feature	
Floor Covering:	Fully Carpeted Passenger Compartment and Cargo Area with Coordinating Carpeted Floor Mats (4) or Heavy Duty Vinyl Floor Covering (If Available with other Equipment Specified)	
Rear Window Defogger:	Installed	
Air Conditioning:	Installed	
Spare Tire:	Full Size	
Skid Plates:	Transmission and Transfer Case	

**-- End of Base Equipment Listing B**

**IMPORTANT NOTE:** Prospective Vendors must include all profit margins for the vehicle bid in the "Base Vehicle Cost" specified below. Any and all options must be made available at actual Dealer Cost (the below listing is not all-inclusive). Pricing for all options listed below must be provided with the bid package. Failure to provide option-pricing information (at dealer cost) shall be grounds for disqualification of the bid.

Model: 2011 JEEP GRAND CHEROKEE V6 4WD WKJH74

VEHICLE BID WITH MAXIMUM AVAILABLE ENGINE/TRANSMISSION COOLERS ON V6 ENGINE. TRANSFER CASE <sup>skid plate</sup> IS DEALER INSTALLED. TRANSMISSION SKID PLATE NOT AVAILABLE. NORMAL DUTY SUSPENSION

**Couhtry Club Chrysler Jeep Dodge  
P.O. Box 2321  
Clarksburg, WV 26302  
304-624-7611**

**2011 FORD EXPLORER XLT SSV, JEEP GRAND CHEROKEE, CHEVROLET TAHOE  
(FULL SIZE, FOUR DOOR, FOUR WHEEL DRIVE, UTILITY VEHICLE)**

Base Vehicle Cost: \$ 26,108 JEEP GRAND CHEROKEE

**OPTION PRICING INFORMATION:**

Trailer Towing Package:	\$ <u>530</u>
Control Trac 4WD System	\$ <u>STANDARD</u>
Rubber Floor Mats	\$ <u>NOT AVAILABLE AT TIME OF BID</u>
Engine Block Heater	\$ <u>45</u>
Skid Plates Package	\$ <u>846 (See List Below)</u>
Service Manuals (one set)-- (complete set of "dealer" shop manuals, Inclusive of any future updates)	\$ <u>NOT AVAILABLE AT TIME OF BID</u>

**SKID PLATE PACKAGE INCLUDES:**  
Front Suspension Skid Plate, Tow Hooks, Full Size Spare,  
Hill Decent Control, Quadra Trac II 4WD System,  
Select-Terrain System, OWL On/Off Road Tires  
Transfer Case Shield, Underbody Skid Plate.

**SPECIAL SERVICE PACKAGE OPTIONS**

Heavy Duty Battery	\$ <u>NOT AVAILABLE AT TIME OF BID</u>
Ground Straps	\$ <u>" "</u>
Roof Wiring Prep Package	\$ <u>" "</u>
Special Service/Fleet Manual	\$ <u>" "</u>

**OTHER:** VEHICLE HAS CHRYSLER 5 YEAR/100,000 Mile Powertrain Limited Warranty

**EPA RATING OF VEHICLE BID**

**MPG HIGHWAY** 22 **MPG CITY** 16

**Miscellaneous:** Inspection of Sample Vehicle(s): Within one week after the issuance of a purchase order, the successful bidder shall make arrangements to deliver to the West Virginia State Police, 725 Jefferson Road, South Charleston, West Virginia, a sample vehicle having the same general body, chassis, engine and transmission as the vehicle on which the bid was submitted. This vehicle is not a patrol vehicle and may be a vehicle from the dealer's stock. It will be used as a prototype for determining the method of attaching various items of police equipment.

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**Country Club Chrysler Jeep Dodge  
P.O. Box 2321  
Clarksburg, WV 26302  
304-624-7611**

**2011 FORD EXPLORER XLT SSV, JEEP GRAND CHEROKEE, CHEVROLET TAHOE  
(FULL SIZE, FOUR DOOR, FOUR WHEEL DRIVE, UTILITY VEHICLE)**

optional shall also be bid as separate items, listing all areas and items covered.

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**Inspection, Testing and Evaluation-- State Police Vehicle Only--**

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# Information/Option Certification

## PC11

Vendor should complete the following: (Please Type)

Dealer: COUNTRY CLUB CHRYSLER JEEP DODGE

Vendor Contact: DAVID HARTZELL


Address: P.O. BOX 2321, Route 19 S, CLARKSBURG, WV 26302

Telephone Number: 304-624-7611

Toll Free Number: 800-424-7611

Fax Number: 304-624-5428

By signature below, certification is made that options quoted on <sup>PC11</sup>~~PC06~~ are quoted at dealer cost.

I David Hartzell   
 Print/Type Name Signature

representing COUNTRY CLUB CHRYSLER JEEP DODGE  
 Print/Type Dealership Name

hereby certify under penalty of perjury that options quoted on <sup>PC11</sup>~~PC10~~ are quoted at dealer cost.

**NOTE:** No contracts shall be awarded unless this certification is signed and returned.

Route 19 South / P.O. Box 2321  
Clarksburg, WV 26302  
304-624-7611  
304-624-5428 FAX  
[www.countryclubchrysler.com](http://www.countryclubchrysler.com)



# Fax

To: PC11 Bid *For Country Club Chrysler Jeep Dodge* From: David Hartzell

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Fax: 304-558-3970 Pages: 3

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Phone: 304-558-8802 Date: 10/13/10

---

Re: PC11 cci

- Urgent     For Review     Please Comment     Please Reply     Please Recycle

● Comments:

Buyer File 42

RFQ. No PC11

Addendum 1

Please attach to our Bid Submitted on 10/07/10

RECEIVED  
 2010 OCT 13 A 9:28  
 POLICING DIVISION  
 STATE OF WV

Thank you,

*David*



David Hartzell  
BusinessLink Manager

FIVE STAR  
★★★★★

Country Club  
Chrysler Jeep Dodge  
P.O. Box 2321 Rt. 19 South  
Clarksburg, WV 26301  
Bus. Phone 304.624.7611  
Fax 304.624.5428  
Cellular 304.629.6997

[dhartzell@countryclubchrysler.com](mailto:dhartzell@countryclubchrysler.com)



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

**Request for Quotation**

RFQ NUMBER  
 PC11

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 JO ANN ADKINS  
 304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

Country Club Chrysler Jeep Dodge  
 P.O. Box 2321  
 Clarksburg, WV 26302  
 304-624-7611

RFQ COPY

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	POB	FREIGHT TERMS
10/06/2010				

BID OPENING DATE: 10/13/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO: 1 *****						
1. PC11 BID OPENING HAS BEEN MOVED TO OCTOBER 13, 2010.						
2. PC11 PRICING SHEETS, REVISED AND ATTACHED.						
***** END OF ADDENDUM NO. 1 *****						
0001	1	EA		070-06-99-001	No Bid	No Bid
FORD CROWN VICTORIA POLICE INTERCEPTOR						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>David Adams</i>	TELEPHONE 304-624-7611	DATE 10/13/10
TITLE Business Unit Manager	FEN 55-0567749	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## 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](http://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).



RFQ No. PC 11

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 FOLLOWING SIGNATURE**

Vendor's Name: Country Club Chrysler Jeep Dodge

Authorized Signature: David Hunter Date: 10/5/10

State of West Virginia

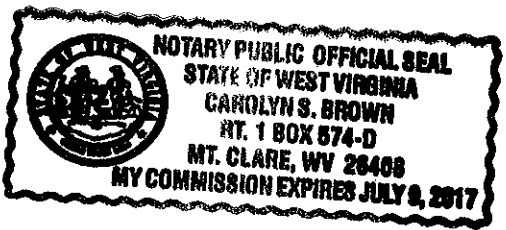
County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 5 day of October, 2010.

My Commission expires July 9, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC Carolyn S. Brown



# 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. 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 preceding 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. 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,

**4. 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.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Country Club Chrysler Jeep Dodge      Signed: David Hartz  
 Date: 10/5/10      Title: Business Link Manager

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.