



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

Solicitation

NUMBER
MV13

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE HILL 304-558-2157

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

SHIP TO

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

DATE PRINTED
08/29/2012

BID OPENING DATE: 09/20/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO MOVE THE BID OPENING DATE FROM 9/6/2012 TO 9/20/2012. SAME TIME & LOCATION. 2. PRE-BID SIGN IN SHEETS ARE ATTACHED. 3. QUESTIONS AND ANSWERS ARE ATTACHED. 4. REVISED SPECIFICATION/COST SHEETS ARE ATTACHED. 5. ADDENDUM ACKNOWLEDGMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						

RECEIVED
 2012 SEP 20 AM 10:39
 WV PURCHASING
 DIVISION

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-233-8000	9/20/2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-064-2562	

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

**JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059**

ATTACHMENT A

Question:	The bid date of 9/6 is impossible to meet and bid all vehicles that you are requesting, especially given the fact that answers to the requested spec changes will not be released until at the earliest 8/27. I would request that the opening be no earlier than 10/4. This timing would be in line with the previous year's final spec change receipt to bid opening dates.
Answer:	Bid Opening will be September 20, 2012 at 1:30 pm, same location.

Question:	Will you accept CNG vehicles that converted to bi-fuel by a factory certified converter after leaving the plant, or OEM installations only?
Answer:	Yes

Question:	As discussed in the pre-bid meeting, some classes had options moved to the mandatory specifications section but are options that in the past, many customers have not chosen to purchase. Particularly, cruise control, power windows and locks, and rear air conditioning on SUV's. Moving these back to optional would result in cost savings to those who do not need them.
Answer:	Specification sheets have been revised per comments received at the pre-bid meeting, when the Buyer was advised. If a requirement is not standard on the vehicle you are quoting, please note on your bid that it is an option.

Question:	Are manufacturer certified companies allowed for CNG conversions if the warranty for the vehicle is not affected in any way?
Answer:	Yes

Question:	Are retrofit or aftermarket CNG conversions allowed?
Answer:	No.

SIGN IN SHEET

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

Page 2 of 4
 Date: 8-22-12

Request for Proposal No. MV13

PLEASE PRINT

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Baker Truck Equipment</u>	<u>US Rt. 60 @ Myer's Ld.</u>	PHONE <u>304-722-3814</u>
Rep: <u>Ned McKean</u>		TOLL FREE <u>800-342-3119</u>
Email Address: <u>ned@bakerwv.com</u>		FAX <u>304-722-3829</u>
Company: <u>C. Hackett Chrysler Dodge Jeep Ram</u>	<u>400 Washington St</u>	PHONE <u>304-387-2955</u>
Rep: <u>JOE CARPINI</u>	<u>Newell W. 26050</u>	TOLL FREE
Email Address: <u>CARPINI@GMAIL.COM</u>		FAX <u>304-387-3434</u>
Company: <u>Stephens Auto Center</u>	<u>P.O. Box 278</u>	PHONE <u>304-369-2411</u>
Rep: <u>Richard Stephens</u>	<u>Danville, WV 25053</u>	TOLL FREE <u>800-925-2411</u>
Email Address: <u>rstephens@stephensauto.com</u>		FAX <u>304-369-2410</u>
Company: <u>Zoresco Equipment Co.</u>	<u>8500 Clinton Rd.</u>	PHONE <u>216-631-8800</u>
Rep: <u>Tim Fontana</u>	<u>Brooklyn, OH 44144</u>	TOLL FREE
Email Address: <u>tfontana@zoresco.com</u>		FAX <u>216-631-8700</u>
Company: <u>Clean Energy/BAF</u>	<u>20574 Overton CT STE A</u>	PHONE <u>703.439.9801</u>
Rep: <u>Jim Norris</u>	<u>Potomac Falls, VA 20165</u>	TOLL FREE
Email Address: <u>jnorris@cleanenergyfuels.com</u>		FAX

0007

SIGN IN SHEET

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

Date: 8-22-12

Request for Proposal No. MV13

PLEASE PRINT

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Thornhill Ford Lincoln</u>	<u>63 Removal Dr Chapmanville, WV 25507</u>	PHONE <u>304 855 8300</u> TOLL FREE
Rep: <u>Paul Johnson</u>		
Email Address: <u>Paul.Johnson@thornhillautomotive.com</u>		FAX <u>304 855 8314</u>
Company: <u>Astoria Motor Co.</u>	<u>2028 7th St Parkersburg WV 26101</u>	PHONE <u>304-488-9145</u> TOLL FREE
Rep: <u>Nicole Williams</u>		
Email Address: <u>Nicole.Williams33@gmail.com</u>		FAX
Company: <u>Thornhill GM Super State</u>	<u>Corridor E Chapmanville, WV 25309</u>	PHONE <u>304 855 8400</u> TOLL FREE
Rep: <u>Paul Johnson</u>		
Email Address: <u>Paul.Johnson@thornhillautomotive.com</u>		FAX <u>304 855 8314</u>
Company: <u>Jim Robinson Inc / Robinson Auto Group</u>	<u>55 Robinson Drive Triadelphia WV 26059</u>	PHONE <u>304-233-8000</u> TOLL FREE
Rep: <u>BRIAN Long</u>		
Email Address: <u>bslong811@live.com</u>		FAX <u>304-233-3127</u>
Company: <u>Jim Robinson Ford / Robinson Auto Group</u>	<u>95 Robinson Drive Triadelphia WV 26059</u>	PHONE <u>304-233-8000</u> TOLL FREE
Rep: <u>BRIAN Long</u>		
Email Address: <u>bslong811@live.com</u>		FAX <u>304-233-3127</u>

Toyota
Scion

Ford
Lincoln



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

Solicitation

NUMBER
MV13

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

JIM ROBINSON INC
 55 ROBINSON DRIVE
 TRIADELPHIA, WV 26059

SHIP TO

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

DATE PRINTED
09/05/2012

BID OPENING DATE: 09/20/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
1.				TO PROVIDE REVISED ELECTRONIC COST/SPEC SHEETS FOR ALL VEHICLES. NO CHANGES MADE FROM ADDENDUM NO. 1 FOR VEHICLES EXCEPT CNG VEHICLES PART NUMBERS WERE ADDED TO THE COST/SPEC SHEETS.		
2.				ADDENDUM ACKNOWLEDGMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 2		

SIGNATURE	TELEPHONE 304-233-8000	DATE 9/20/2012
TITLE PRESIDENT	FEIN 55-064-2562	ADDRESS CHANGES TO BE NOTED ABOVE

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

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26050

SOLICITATION NUMBER: MV13

Addendum Number: 02

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

To provide electronic copies of cost/spec sheets for all vehicles including CNG. The only changes made were to add part numbers to the CNG vehicles. Main vehicle cost/spec sheets were not changed from Addendum No. 1

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MV13

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

Company

Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

Solicitation

NUMBER
MV13

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CONNIE OSWALD 304-558-2157

VENDOR

Jim Robinson Inc.
 55 Robinson Drive
 Tridelphia, WV 26059

SHIP TO

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

DATE PRINTED
09/05/2012

BID OPENING DATE: 09/20/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				1. TO PROVIDE REVISED ELECTRONIC COST/SPEC SHEETS FOR ALL VEHICLES. NO CHANGES MADE FROM ADDENDUM NO. 1 FOR VEHICLES EXCEPT CNG VEHICLES PART NUMBERS WERE ADDED TO THE COST/SPEC SHEETS.		
				2. ADDENDUM ACKNOWLEDGMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 2		

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-233-8000	DATE 9-20-2012
TITLE President	FEIN 55-064-2562	ADDRESS CHANGES TO BE NOTED ABOVE

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

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIAD, NC 28908

SOLICITATION NUMBER: MV13

Addendum Number: 02

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

To provide electronic copies of cost/spec sheets for all vehicles including CNG. The only changes made were to add part numbers to the CNG vehicles. Main vehicle cost/spec sheets were not changed from Addendum No. 1

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MV13

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

Jim Robinson, Inc.

Company

[Signature]

Authorized Signature

9-20-2012

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
 Revised 6/8/2012



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

Solicitation

NUMBER
MV13

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE HILL 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

SHIP TO

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

DATE PRINTED
08/08/2012

BID OPENING DATE: 09/06/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE OF WEST VIRGINIA, PURCHASING DIVISION, IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY 2013 (OR CURRENT YEAR MODELS) VEHICLES TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUB-DIVISIONS.</p> <p>MANDATORY PRE-BID MEETING: AUGUST 22, 2012 AT 10:30 AM LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>BID OPENING: SEPTEMBER 6, 2012 AT 1:30 PM LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>QUESTIONS WILL BE ACCEPTED UNTIL THE CLOSE OF BUSINESS ON: AUGUST 24, 2012</p> <p>ALL QUESTIONS MUST BE SENT VIA EMAIL OR FAX. SEE ATTACHED INSTRUCTIONS TO BIDDERS.</p>						
0001	1	EA		070-06-01-000		
	AUTOMOBILES					

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-233-8000	9/20/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-064-2562	

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



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

Solicitation

NUMBER
MV13

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 CONNIE HILL
 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

S
H
I
P
T
O

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

DATE PRINTED
08/08/2012

BID OPENING DATE: 09/06/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR'S ARE REQUESTED TO TYPE PRICING INFORMATION AND ADD BIDDER'S COMPANY NAME TO EACH PAGE. PLEASE SUBMIT AN ELECTRONIC VERSION WITH YOUR BID. THIS IS IN ADDITION TO THE ORIGINAL BID PACKAGE. AN ELECTRONIC VERSION OF MV13 PRICING PAGES CAN BE FOUND AT HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM</p> <p>THE PAPER COPY SHALL PREVAIL IF ANY DIFFERENCE EXISTS BETWEEN THE ELECTRONIC COPY AND THE PAPER BID SUBMITTED</p> <p>ALL OPTION PRICING MUST BE AT DEALER COST.</p> <p>BIDDERS SHOULD COMPLETE AND RETURN THE CERTIFICATION AND SIGNATURE PAGE WITH THEIR BID, ALONG WITH ANY ADDENDUM ACKNOWLEDGEMENTS, PURCHASING AFFIDAVIT AND RESIDENT VENDOR PREFERENCE FORMS.</p> <p>ATTACHMENTS TO THIS REQUEST FOR QUOTE:</p> <ol style="list-style-type: none"> SOLICITATION INSTRUCTIONS TO VENDORS SUBMITTING BIDS MV13 GENERAL SPECIFICATIONS VEHICLE CLASS PRICING PAGES PURCHASING AFFIDAVIT RESIDENT VENDOR PREFERENCE CERTIFICATION AND SIGNATURE PAGE ADDENDUM ACKNOWLEDGEMENTS 						

SIGNATURE	TELEPHONE 304-233-8000	DATE 9-20-2012
TITLE PRESIDENT	FEIN 55-064-2562	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Solicitation

NUMBER
MV13

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
CONNIE HILL 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

S
H
I
P
T
O

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

DATE PRINTED
08/08/2012

BID OPENING DATE: 09/06/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	*****	THIS	IS	THE	END	OF
				RFQ	MV13	*****
					TOTAL:	

SIGNATURE		TELEPHONE	304-233-8000	DATE	9-20-2012
TITLE	PRESIDENT	FEIN	55-064-2562	ADDRESS CHANGES TO BE NOTED ABOVE	

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

CLASS 1 - AUTOMOBILE

070-06-01-000

Sub-Compact,
Front Wheel Drive, Wheelbase 95"

To include but not limited to: Chevrolet Sonic, Toyota Prius or equal.

Vendor Name _____
 Manufacturer / Brand JIM ROBINSON INC - SCION
 Delivery 55 ROBINSON DRIVE
 Model Name & Number TRIADELPHIA, WV 26059 60-90 DAYS
iq - 6242

Requirements:		
Engine	<u>1.3 Liter</u>	MIN: 75 HP 85 TORQUE
Transmission		Automatic
Steering		Power
Brakes		Power/ABS
Radio AM/FM w/CD Player		Installed
Glass		All Tinted
Mirrors		Left & Right Outside
License Plate Mounts		Front & Rear
Tires		All Season
Spare Tire	<u>SPARE TIRE N/A OPTION</u>	Standard tire w/ Jack
Rear Window/Defogger		Installed
Front Seat		Bucket
Air Conditioning		Installed
Floor Mats		Installed
Front Air Bags		Installed
Power Windows/Power Locks		Installed

HP	TORQUE
<u>94</u>	<u>89</u>

4 - DOOR VEHICLE	
Price Each Gasoline	\$ <u>16,639.⁰⁰</u>
Price Each Flex-Fuel	\$ <u>NO BID</u>

EPA HGWY	EPA CITY
<u>37</u>	<u>36</u>
—	—

Options:		
1 Keyless Entry		\$ <u>Included</u>
2 Side Air Bags		\$ <u>INCLUDED</u>
3 Tilt Wheel & Cruise Control	<u>Tilt Wheel Included</u>	<u>CRUISE N/A OPTION</u>
4 FOB Dealership: (Deduct)		\$ <u>10.00</u>
5 FOB Other than Metro Charleston - Per Mile		\$ <u>1.59</u>

Additional Information:
Colors: Classic Silver, Magnetic Gray, Black Sand,
HOT LAVA, PACIFIC BLUE, BLACK CURRANT,

CLASS 1A - AUTOMOBILE
 Sub-Compact, Hybrid
 Front Wheel Drive, Wheelbase 95"
 To include but not limited to: Toyota Prius or equal.

070-06-01-102

Vendor Name JIM ROBINSON INC
 Manufacturer / Brand TOYOTA
 Delivery 60-90 DAYS
 Model Name & Number PRIUS - 1223
65 ROBINSON DRIVE
TRIADELPHIA, WV 26059

Requirements:	<i>1.8 LITER</i>	
Engine		MIN: 75 HP 85 TORQUE
Transmission		Automatic
Steering		Power
Brakes		Power/ABS
Radio - AM/FM w/CD Player		Installed
Glass		All Tinted
Mirrors		Left & Right Outside
License Plate Mounts		Front & Rear
Tires		All Season
Rear Window/Defogger		Installed
Front Seat		Bucket
Air Conditioning		Installed
Floor Mats		Installed
Front Air Bags		Installed
Power Windows/Power Locks		Installed
Tilt Wheel & Cruise Control		Installed

HP	TORQUE
98	105

4 - DOOR VEHICLE
 Hybrid \$ 26,260.⁰⁰

EPA HGWAY	EPA CITY
48	51

- Options:**
- 1 Keyless Entry
 - 2 Side Air Bags
 - 3 Delete Floor Mats (Deduct)
 - 4 FOB Dealership: (Deduct)
 - 5 FOB Other than Metro Charleston - Per Mile

\$	<u>Included</u>
\$	<u>Included</u>
\$	<u>140.00</u>
\$	<u>10.00</u>
\$	<u>1.59</u>

Additional Information:
COLORS: Super White, Classic Silver, Black, Barcelona Red,
SEA GLASS, NAUTICAL BLUE, WINTER GRAY

CLASS 2A - Automobile

070-06-02-010

5 Door Sedan w/Rear Hatch,
FRONTWHEEL DRIVE, 4 DOOR 2700 GVWR

Includes but is not limited to: Toyota Matrix, VW-Jetta Sportswagon, Ford Focus or equal.

Vendor Name: **JIM ROBINSON INC**
 Manufacturer / Brand: **55 ROBINSON DRIVE** TOYOTA - SCION
 Delivery: **TRIADELPHIA, WV 26059** 60-90 DAYS
 Model Name & Number: x D - 6232

Standard Equipment Requirements:

Engine	<u>1.8 Liter</u>	MIN: 127 HP 128 TORQUE
Transmission		Automatic
Steering		Power
Brakes		Power/ABS
Radio - AM/FM w/CD Player		Installed
Glass		All Tinted
Mirrors		Left & Right Outside
License Plate Mounts		Front & Rear
Tires		All Season
Spare Tire		Standard tire w/ Jack
Rear Window/Defogger		Installed
Front Seat		Standard
Air Conditioning		Installed
Floor Mats		Installed
Front Air Bags		Installed
Power Windows/Power Locks		Installed

HP	TORQUE
<u>128</u>	<u>128</u>

Price Each - Gasoline

\$ 17,819.⁰⁰

EPA HGWY	EPA CITY
<u>33</u>	<u>27</u>
<u>—</u>	<u>—</u>

Price Each - Flex-Fuel

\$ N/A

Options:

1	Tilt Wheel & Cruise control	\$ <u>Included</u>
2	Keyless Entry	\$ <u>Included</u>
3	Side Air Bags	\$ <u>Included</u>
4	FOB Dealership: (Deduct)	\$ <u>10.⁰⁰</u>
5	FOB Other than Metro Charleston - Per Mile	\$ <u>1.59</u>
6	Manual Transmission - Credit	\$ <u>N/A</u>

Additional Information:

COLORS: Super White, Classic Silver, Magnetic Gray,
BLACK SAND, BARCELONA RED, BLUE STREAK,
NAUTICAL BLUE, BLACK CURRANT

CLASS 2A - Automobile

070-06-02-010

5 Door Sedan w/Rear Hatch,
FRONTWHEEL DRIVE, 4 DOOR 2700 GVWR

Includes but is not limited to: Toyota Matrix, VW-Jetta Sportswagon, Ford Focus or equal.

Vendor Name:

Manufacturer / Brand

Delivery

Model Name & Number

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

TOYOTA

60-90 DAYS

MATRIX - 19/32

Standard Equipment Requirements:

Engine	<i>1.8 Liter</i>	MIN: 127 HP 128 TORQUE
Transmission		Automatic
Steering		Power
Brakes		Power/ABS
Radio - AM/FM w/CD Player		Installed
Glass		All Tinted
Mirrors		Left & Right Outside
License Plate Mounts		Front & Rear
Tires		All Season
Spare Tire		Standard tire w/ Jack
Rear Window/Defogger		Installed
Front Seat		Standard
Air Conditioning		Installed
Floor Mats		Installed
Front Air Bags		Installed
Power Windows/Power Locks		Installed

HP	TORQUE
<i>132</i>	<i>128</i>

Price Each - Gasoline

\$ *21,538.⁰⁰*

Price Each - Flex-Fuel

\$ *N/A*

EPA HGWY	EPA CITY
<i>32</i>	<i>25</i>
<i>—</i>	<i>—</i>

Options:

- 1 Tilt Wheel & Cruise control
- 2 Keyless Entry
- 3 Side Air Bags
- 4 FOB Dealership: (Deduct)
- 5 FOB Other than Metro Charleston - Per Mile
- 6 Manual Transmission - Credit

<i>Included</i>
<i>Included</i>
<i>Included</i>
<i>10.00</i>
<i>1.59</i>
<i>N/A option</i>

\$ <i>Included</i>
\$ <i>Included</i>
\$ <i>Included</i>
\$ <i>10.00</i>
\$ <i>1.59</i>
\$ <i>N/A option</i>

Additional Information:

*COLORS: Super White, Classic Silver, Magnetic Gray,
BLACK SAND, BARCELONA RED, SPRUCE MICA,
NAUTICAL BLUE*

CLASS 5A - AUTOMOBILE
HYBRID, COMPACT, 4 DOOR

Includes but is not limited to: Toyota Prius, Honda Civic or equal.

Vendor Name JIM ROBINSON INC
Manufacturer / Brand Toyota
Delivery 60-90 DAYS
Model Name & Number PRIUS V - 1243

55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

HP TORQUE

Requirements:

Engine	<u>1.8 Liter</u>	MIN: 76 HP 82 TORQUE
Transmission		Automatic
Steering		Power
Brakes		Power/ABS
Radio		AM/FM
Glass		All Tinted
Mirrors		Left & Right Outside
License Plate Mounts		Front & Rear
Tires		All Season
Rear Window/Defogger		Installed
Front Seat		Bucket
Air Conditioning		Installed
Floor Mats		Installed
Front Air Bags		Installed

98 105

EPA HGWY EPA CITY

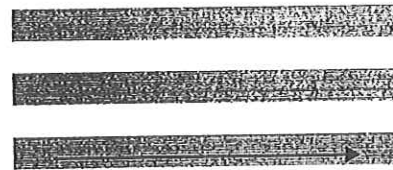
Hybrid

\$ 28,897.00

40 44

Options:

- 1 AM/FM with CD Player
- 2 Tilt Wheel & Cruise control
- 3 Keyless Entry
- 4 Power Windows - Power Doors
- 5 Side Air Bags
- 6 FOB Dealership: (Deduct)
- 7 FOB Other than Metro Charleston - Per Mile



\$ Included
 \$ Included
 \$ Included
 \$ Included
 \$ Included
 \$ 10.00
 \$ 1.59

Additional Information:

Colors: Classic Silver, Magnetic Gray, Black, Barcelona Red,
Clear Sky, BIVE RIBBON

CLASS 9 - TRUCK

070-48-09-001

Small Pickup, 4 Cylinder, 2 Wheel Drive, 3500 GVWR, Short Bed
Includes but is not limited to: Suzuki, Toyota Tacoma, Mazda B2300 or equal.

Vendor Name:

Manufacturer / Brand

Delivery

Model Name & Number

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

TOYOTA
60-90 DAYS
TACOMA - 7104

Standard Equipment Requirements:

Engine 4 cyl	2.7 Liter	✓	MIN: 143 HP 154 TORQUE
Transmission		✓	Automatic
Steering		✓	Power
Brakes		✓	Power
Radio AM/FM w/CD Player		✓	Installed
Glass		✓	All Tinted
Mirrors			Left & Right Outside
License Plate Mounts			Front & Rear
Cargo Box			Fleetside
Bumper			Rear Step Factory Installed
Tires			All Season
Spare Tire			Full Size w/ Jack
Air Conditioning			Installed
Front Seat			Standard seating
Standard Floor Covering			Installed
Front Air Bags			Installed

HP	TORQUE
159	180

Price Each Gasoline

\$ 20,090.00

EPA HGWY	EPA CITY
24	19

Price Each Flex Fuel

\$ N/A

EPA HGWY	EPA CITY
—	—

Options:

1 Off Road Package Including Limited Slip Rear Includes:

- Axle-trac-lok differential
- Engine Cooling - heavy duty
- Skid plate Group
- Suspension - Heavy Duty W/gas Shocks
- All Terrain Tires
- Tow Hooks

2 AM/FM w/ CD Player

3 Tilt Wheel & Cruise Control

4 Side Air Bags

5 Exterior Colors

6 Trailer Tow Package

7 Slush/All Weather Mats (Driver & Passenger)

8 Slush/All Weather Mats (Second Row)

9 Slush/All Weather Mats (Cargo)

10 Power Windows, Locks

11 Sliding Rear Window

12 Privacy Glass

13 Bedliner

14 Bucket Seats Front

15 Delete Floor Mats (Deduct)

16 Delete Cloth Seats (Deduct)

17 Delete Carpet (Deduct)

18 Manual Transmission w/Overdrive (Deduct)

19 FOB Dealership: (Deduct)

20 FOB Other than Metro Charleston - Per Mile

	\$ N/A option
	\$ INCLUDED
	\$ N/A option
	\$ N/A option
	\$ N/A option
	\$ N/A option
	\$ N/A option
	\$ INCLUDED
	\$ CRUISE N/A option
	\$ INCLUDED
	\$ See Below
	\$ N/A option
	\$ 35.00
	\$ N/A option
	\$ N/A option
	\$ N/A option
	\$ N/A option
	\$ 125.00
	\$ N/A option
	\$ N/A option
	\$ - INCLUDED
	\$ - N/A option
	\$ - N/A option
	\$ - N/A option
	\$ - 10.00
	\$ 1.59

Additional Information:

COLORS: Super White, Silver Streak, Magnetic Gray, BLACK, BARCELONA Red

CLASS 34B - HYBRID AUTOMOBILE

070-06-34-020

Hybrid, Mid-Size, 4 Door, 3450 Curb Weight

Includes but is not limited to: Chevrolet Malibu, Buick LaCrosse, Buick Regal, Ford Fusion or equal.

Vendor Name JIM ROBINSON INC
 Manufacturer / Brand 55 ROBINSON DRIVE
 Delivery TRIADELPHIA, WV 26050
 Model Name & Number

Toyota
60-90 DAYS
CAMRY HYBRID LE - 2589

Standard Equipment Requirements:

Engine	<u>2.5 Liter</u>	Full Hybrid 187 HP
Transmission		Automatic
Steering		Power
Brakes		Power/ABS
Radio		AM / FM / CD
Glass		All Tinted
Mirrors		Left & Right Outside
License Plate Mounts		Front & Rear
Fuel Tank		Standard
Tires		All Season
Air Conditioning		Standard
Tilt Wheel & Cruise Control		Standard
5 Passenger Seating		Standard
Front Seat		Bucket
Floor Mats		Installed
Rear Window Defogger		Standard
Front Air Bags		Installed

HP	TORQUE
200	TBD

EPA HWY	EPA CITY
39	43

Hybrid Front Wheel Drive

\$ 28,320.00

Options:

- 1 Keyless Entry
- 2 Side Air Bag
- 3 Delete Floor Mats (Deduct)
- 4 Power Seat
- 5 Rear Parking Assist
- 6 FOB Dealership: (Deduct)
- 7 FOB Other than Metro Charleston - Per Mile

	\$	<u>Included</u>
	\$	<u>Included</u>
	\$	<u>140.00</u>
	\$	<u>N/A option</u>
	\$	<u>N/A option</u>
	\$	<u>10.00</u>
	\$	<u>1.59</u>

Additional Information:

Colors: Super White, Classic Silver, Magnetic Gray,
Cosmic Gray, Attitude Black, Barcelona Red,
Sandy Beach, Cypress Pearl, Coldwater Blue

CLASS 35 - ELECTRIC CAR

070-06-35-100

Front Wheel Drive, 1800 GVW

Includes but is not limited to: GEM e2, Chevy Volt, Ford Focus, Chevy Spark or equal.

Vendor Name: JIM ROBINSON INC
 Manufacturer / Brand: 55 ROBINSON DRIVE
 Delivery: TRIADDELPHIA, WV 26059
 Model Name & Number:

Toyota
60-90 DAYS
PRINS PLUG IN - 1235

Standard Equipment Requirements:

Engine	<u>1.8 Liter</u>	Min: 5 HP
Speed Range		Dual
Automotive-style, three-point safety belts		Installed
Laminated, tinted automotive safety glass with windshield wiper		Installed
Rear and side reflectors		Installed
Rearview and dual exterior mirrors (Drivers Side)		Installed
Seating Capacity		4
Accessory Outlet		Installed
Mounted Fan (Driver-Side)		Installed
Dome Light		Installed
Scuff Guards		Installed
Hazard Lights		Installed

HP
134

Price Each: \$ 34,510.00

Options:

1 7.0 HP Performance Package	<input type="checkbox"/>	\$ <u>N/A option</u>
2 Audio System	<input type="checkbox"/>	\$ <u>Included</u>
3 Dash-Mounted Fan (Passenger Side)	<input type="checkbox"/>	\$ <u>N/A option</u>
4 Grab Handles	<input type="checkbox"/>	\$ <u>N/A option</u>
5 Heated Seats	<input type="checkbox"/>	\$ <u>N/A option</u>
6 Heater/Defogger	<input type="checkbox"/>	\$ <u>Included</u>
7 Scorecard Holder	<input type="checkbox"/>	\$ <u>N/A option</u>
8 Beacon Light	<input type="checkbox"/>	\$ <u>N/A option</u>
9 Battery	<input type="checkbox"/>	\$ <u>Included</u>
10 FOB Dealership: (Deduct)	<input type="checkbox"/>	\$ <u>10.00</u>
11 FOB Other than Metro Charleston - Per Mile	<input type="checkbox"/>	\$ <u>1.59</u>

Additional Information:

Colors: Super White, Classic Silver, Sea Glass,
WINTER GRAY, CLEAR WATER BLUE,

JIM ROBINSON INC
 55 ROBINSON DRIVE
 TRIADDELPHIA, WV 26059

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

[| A pre-bid meeting will not be held prior to bid opening.

[| A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

[| A MANDATORY PRE-BID meeting will be held at the following place and time:

August 22, 2012 @ 10:30 am

Location: Purchasing Division, Building #15
 2019 Washington Street East
 Charleston, WV 25305

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: August 24, 2012

Submit Questions to:

Connie Hill
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Fax: 304-558-3970
Email: Connie.S.Hill@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

JIM ROBINSON INC
65 ROBINSON DRIVE
TRIADELPHIA, WV

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: | | Technical
 | | Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: September 6, 2012 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

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

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

 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

 - 2.8 **"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.

**JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059**

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: This Contract becomes effective on

and extends for a period of _____ year(s).

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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

One Time Purchase: The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

Other: See attached.

**JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059**

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
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 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. **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.
7. **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 a 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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a 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.

**JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059**

[| **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

[| **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 issued and 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.

[| **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.

[| **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

[| **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[| **Commercial General Liability Insurance:**
or more.

[| **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

[|

[|

[|

[|

[|

**JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059**

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- [] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]

[]

[]

[]

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

**JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059**

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
for

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.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. 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.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. 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>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. 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

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.

**JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059**

- [] 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.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

52. 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.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

- b. 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.

53. 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.

MV13 General Specifications**JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059**

The State of West Virginia is soliciting bids to supply 2013 model vehicles (or latest model year) for all 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.

The life-cycle costing to be used shall be the gasoline consumption for 100,000 miles. This will only apply to vehicles < 8,5000 GVWR.

Gasoline Costing Information:

100,000 ÷ MPG Averages (25% City / 75% Highway)
Gasoline shall be based on \$4.00 per gallon.

For example, if a vehicle were to average 25 MPG under the 25% city – 75% highway, the life cycle costing would be equal to \$16,000.00 (100,000 ÷ 25 x \$4.00) The cost of the gasoline (based on \$4.00/gallon) shall be added to the base price and shall be added to the cost shown on the bid for evaluation purposes.

Vendors shall use the EPA mileage ratings for City and Highway MPG supplied by the manufacturer.

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.

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

Options:

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.

All cars quoted shall be four (4) door models.

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

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.

Mileage charges for delivery to be listed with options pricing. Transportation charges are to be included with standard equipment pricing.

Prices must remain firm for the life of this contract.

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.

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

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, Doug Elkins, at 304-766-2626 to make delivery arrangements. Mr. Elkins 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:

1. All vehicles **must** be pre-drilled with hardware to meet specifications that require both front and rear license plate **prior** 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.
2. 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.
3. 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.
8. Owner's 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 upon request but no later than **July 15, 2013** detailing the number of vehicles by class and total amount of sales to that date under the MV13 contract. It would be helpful if this report included the agency/political sub-division making the purchase.

Submit report via email to: Purchasing.Requisitions@wv.gov and the Buyer assigned to this Statewide Contract.

Notice Prior to Delivery:

The following State Agencies require (24) hour advance notice prior to delivery:

Division of Highways

West Virginia State Police

Division of Natural Resources

Higher Education (Colleges)

Division of Forestry

Elected Officials

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

Miscellaneous:

1. All owner manuals whether in print or CD shall be ordered by the Agency for the vehicle being purchased.
2. Department of Highways (DOH) required package specifications for Class 14, 15 & 19 are attached.
3. Specifications for a 304SS Multi-Purpose All Season Body are attached for Class 20, 20A, 33 & 33A.
4. Specifications for Flat Bed, Dump Bed and Utility Body are attached for Class 20, 20A, 33 & 33A

A Mandatory Pre-Bid Meeting will be held for this solicitation. Please see enclosed Instructions to Bidders.

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

DOH PACKAGE REQUIRED FOR CLASSES 14, 15 & 19 TO INCLUDE THE FOLLOWING ITEMS

BED LINERS SHALL BE NON-SKID TYPE, OVER THE RAIL ALL STAR BRAND (OR EQUAL). BAR LIGHTS SHALL BE PSE CODE 3 EXCALIBER BRAND (OR EQUAL) DUAL LEVEL STROBE LIGHT, FULL SIZE LIGHT BAR WITH TWO (2) STROBE BULBS PER SIDE, VISIBLE FROM 360 DEGREES. BAR LIGHT MOUNTING SHALL BE GUTTER TYPE MOUNT ONLY, PSE MODEL NO. X47A (OR EQUAL). DRILLING OF TOP OF CAB IS UNACCEPTABLE. WORK LIGHT SHALL BE PSE NUMBER NO130H CODE 3 NIGHT PROBE (OR EQUAL) 300,000 CANDLE WATT MOUNTED TO CENTER OF LIGHT BAR. CONTROLS SHALL ALL BE MOUNTED PERMANENTLY IN CAB WITH EASY ACCESS FOR OPERATOR. RUNNING BOARDS SHALL BE TWO (2) PIECE ALUMINUM, PART #8093027 MFG. DZ (OR EQUAL). CREW CAB PART #8035012 MFG.DZ (OR EQUAL), CLASS II TRAILER HITCH 3" PINTLE AND 2" BALL COMBINATION RECEIVER.

PAINTINGS:

DETAIL / DECORATIVE STRIPES WITH LOGO:

WIDTH: SHALL BE 1" WITH TAPER AT FRONT OF HOOD

WVDOH LOGO (TO BE SUPPLIED BY WVDOH); (BLACK AND WHITE COPY) AND IS APPROXIMATELY 7" TALL BY 7" WIDE AREA BEHIND LOGO AND WITHIN 1/2" OF LOGO IS NOT TO BE STRIPED. STRIPED SHOULD BE CUT TO FOLLOW CONTOUR OF LOGO, IN LIEU OF STRAIGHT CUT.

STRIPING MATERIAL SHALL MEET THE REQUIREMENTS OF ASTM D4956-91 TYPE V SHEETING, A SUPER HIGH-INTENSITY RETROFLECTIVE SHEETING CONSISTING OF MICRO PRISMATIC RETROFLECTIVE ELEMENTS. THE CONSPICUITY SHEETING MUST MEET THE REQUIREMENT OF NHSTA, DOT, 49CFR, PART, 571 FEDERAL MOTOR VEHICLE SAFETY STANDARDS FOR CONSPICUITY SHEETING AND BE "DOT APPROVED."

THE SHEETING FOR BOTH APPLICATIONS ABOVE SHALL NOT BE MORE THAN 0.008 INCH THICK HAVING APPROXIMATELY 47,000 MICRO PRISMS PER SQUARE INCH AND SHALL COME WITH AN AGGRESSIVE HIGH TACK PRESSURE SENSITIVE ADHESIVE, REFLECTIVE **OR EQUIVALENT.**

UPPER STRIPE COLOR: DARK BLUE

LOWER STRIPE COLOR: LIGHT GOLD

SUCCESSFUL VENDOR SHOULD CONSULT WITH AGENCY PERSONNEL ON PROPOSED STRIPPING BEFORE PLACING ORDER WITH MANUFACTURER.

IN ORDER TO TEST THE ADHESIVE QUALITY OF THE PAINT, THE DOH MAY AT ITS OPTION, REQUIRE THAT THE VENDOR MEASURE ADHESION BY THE CRITERIA SET FORTH I ASTM D3359-74 METHOD B. A RATING OF LESS THAN 4 ON THIS TEST WOULD BE DEEMED UNACCEPTABLE.

MANUFACTURER'S STANDARD PLANT PAINTING PROCEDURES FOR CLEANING, DE-GREASING, PREPARING, PRIMING AND PAINTING ARE SUFFICIENT TO MEET THE REQUIREMENTS FOR PAINTING OF CAB (WHITE) AND CHASSIS (BLACK). CAB WILL **NOT** BE PAINTED WHITE OVER TOP OF ANOTHER FINISH COLOR.

This specification shall describe a HENDERSON MUNI body III - 30455™ REAR DISCHARGE ONLY combination dump/spreader body or equal. Bidders must submit with their bid complete specifications on the unit they propose to furnish.

	<u>YES</u>	<u>EXCEPTIONS</u>
--	------------	-------------------

DIMENSIONS:

86.5" inside width for maximum capacity

	_____	_____
--	-------	-------

Capacity struck (9'), 2.3 cu. Yd.

	_____	_____
--	-------	-------

Inside length of 108" for 60" CA. (9')

	_____	_____
--	-------	-------

Side height of 25 inches

	_____	_____
--	-------	-------

Head height of 53 inches

	_____	_____
--	-------	-------

Tailgate height of 29 inches

	_____	_____
--	-------	-------

SIDES & FRONT:

One piece sides and floor of 10 gauge, 304SS steel incorporates a side to floor radius. Floor slopes 22 degrees to conveyor to facilitate self cleaning of body without raising. **A body with any portion of the floor that is flat is NOT acceptable due to poor cleanout.**

	_____	_____
--	-------	-------

10 ga. 304SS boxed top rail seamless

	_____	_____
--	-------	-------

2" side board pockets

	_____	_____
--	-------	-------

10 gauge 304SS rear corner posts are tied to rear apron. This joint is further reinforced with a 7 gauge plate which helps prevent flexing in this critical area and strengthens the latch assembly

	_____	_____
--	-------	-------

12" Asphalt lip is an integral part of the rear apron and provides protection for the extended conveyor.

	_____	_____
--	-------	-------

Integral fenders installed over wheels

	_____	_____
--	-------	-------

Front trunnion mounted hoist cylinder - 10 5/8" x 11" doghouse

	_____	_____
--	-------	-------

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

SPECIFICATIONS FOR A
304SS MULTI-PURPOSE ALL SEASON BODY

YES EXCEPTIONS

CONVEYOR:

10 gauge 304SS formed inner sills, 12 gauge 304SS formed outer sills

3/16" AR400 conveyor floor

1 - 1/2" diameter drive and 1 - 1/2" idler shafts with
 6 tooth cast iron sprockets

High-torque, direct drive motor. Drive at rear for RDO

24" wide main conveyor

Double conveyor cross bars (welded to every link)

1/4" x 1 1/2" conveyor crossbars

Body integrated 12" beyond tailgate for complete discharge
 of material from conveyor before returning over truck chassis.

D667X pintle chain (21,000 lb. tensile/strand).

SPINNER CHUTE ASSEMBLY:

Spinner assembly, must be adjustable left to right, front to back, and
 up and down to assure accurate placement of material on spinner disc
 to facilitate control of spread pattern.

Front spinner baffle is adjustable for protection of chassis under carriage
 10 Ga. 20" Diameter spinner disc to have replaceable machined hubs
 six (6) 10 Ga. 409 Stainless Steel bolt on replaceable spinner valves for
 counter clockwise rotation. Spinner has a bolt on removable
 deflector assembly with 3 overlapping deflectors.

JIM ROBINSON INC
 55 ROBINSON DRIVE
 TRIADELPHIA, WV 26059

SPECIFICATIONS FOR A
 304SS MULTI-PURPOSE ALL SEASON BODY

	<u>YES</u>	<u>EXCEPTIONS</u>
<u>TAILGATE:</u>		
10 GAUGE, 304SS tailgate sheet, with 12 gauge channels	_____	_____
Full perimeter boxing with all horizontal edges sloped outward	_____	_____
Tailgate must be double acting (NO EXCEPTIONS)	_____	_____
Shall have two (2) 12 ga sloped horizontal braces that are flush with perimeter boxing	_____	_____
Flush mount, 3/4" flame cut tailgate pivots	_____	_____
Heavy duty offset hinge plates, 3/8" flame cut	_____	_____
1/2" latch hooks with 3/8" latch plates	_____	_____
1" hot rolled upper and lower pins	_____	_____
7 gauge 9" x 18" rear feedgate operates perpendicular to floor	_____	_____
Lever operated feedgates are quickly adjustable in 1" increments	_____	_____
Double acting, manual release, tailgate	_____	_____
<u>Hydraulic System Requirements</u>		
PUMP MOUNTING - Underhood Belt Down Driven Clutch Pump		
PUMP TYPE - Gear Type	_____	_____
PUMP SIZE - MINIMUM - 15 GPM AT OPERATING RPM RECOMMENDED - 20 GPM AT OPERATING RPM	_____	_____
PUMP PRESSURE - 2000 PSI		
MINIMUM FLOW REQUIREMENTS		
		CONVEYOR - 7 GPM
		SPINNER - 2 GPM
		HOIST - 4 GPM
CONTROL FUNCTIONS		
		CONVEYOR - ON/OFF
		CONVEYOR - SPEED CONTROL, 0 TO 20 GPM VALVE
		SPINNER - ON/OFF
		SPINNER - SPEED CONTROL, 0 TO 5 GPM VALVE

JIM ROBINSON INC
 55 ROBINSON DRIVE
 TRIADDELPHIA, WV 26059

SPECIFICATIONS FOR A
 304SS MULTI-PURPOSE ALL SEASON BODY

CONTROL TYPE MANUAL VALVE

FILTRATION RETURN LINE FILTER, 10 MICRON RATING

RESERVOIR 20 GAL. WITH SITE GAGE

RELIEF VALVE 2000 PSI RELIEF IN SYSTEM AT PUMP OR CONTROL VALVE

HOSE PRESSURE LINE 0.75 DIA. SAE 100R2
 RETURN LINE 1.00 DIA. SAE 100R2
 SUCTION LINE 1.50 DIA. SAE 100R4

A dual flow control valve shall be installed in the cab for control of the conveyor and spinner. The valve shall be rated at 15 gallons per minute flow for the conveyor and 7 gallons per minute for the spinner. A knob for each the conveyor and spinner with settings of 1 thru 11 shall be provided for operator control of the speed of the conveyor and spinner.

	<u>YES</u>	<u>EXCEPTIONS</u>
--	------------	-------------------

HOIST:

Single cylinder, trunnion mount

	_____	_____
--	-------	-------

N.T.E.A. class 20.

	_____	_____
--	-------	-------

3 stage cylinder

	_____	_____
--	-------	-------

Wear and corrosion resistant Nitrated cylinder tubes

	_____	_____
--	-------	-------

Minimum 2 year cylinder warranty

	_____	_____
--	-------	-------

5 degree oscillating cylinder collar

	_____	_____
--	-------	-------

BEAR HINGE ASSEMBLY:

6" x 4" x 3/8" structural angle rear hinge assembly with 1 1/2" 304SS. Connected through 1 1/2" greaseless composite bushings.

	_____	_____
--	-------	-------

LIGHT PACKAGE:

Rubber mounted, shock resistant stop/turn/tail light in each rear corner post. Highly visible, yet recessed for protection. Two red marker lights in the rear and two side mounted amber front reflectors. Includes a one piece sealed wiring harness.

	_____	_____
--	-------	-------

Rubber mounted, shock resistant I.C.C. 3-light cluster, for mounting in a fabricated light bar.

	_____	_____
--	-------	-------

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

SPECIFICATIONS FOR A
304SS MULTI-PURPOSE ALL SEASON BODY

304 Stainless Steel Cabshield 16" x 78" or 84"

**SPECIFICATIONS FOR A 304SS
MULTI-PURPOSE ALL SEASON BODY (cont'd)**

3/16" AR400 conveyor cover (shipped loose)

Top Grate Screens (Installed at factory)

OPTIONAL EQUIPMENT:

Sloped steel side boards

Polyurethane spinner disc

Full length fender with tool box

Pre-wet tanks

Rubber belt-over chain conveyor (rear discharge Only)

Air operated tailgate latch

Rear spinner assembly with chute and mount
(front/rear discharge only)

Cab shield

Conveyor chain oiling system

Rear mount asphalt patching pan

Rear 304 Stainless Steel Ladder

Extra light hole in each rear bolt

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

**SPECIFICATIONS FOR A 304SS
MULTI-PURPOSE ALL SEASON BODY (cont'd)**

PAINTINGS:

DETAIL / DECORATIVE STRIPES WITH LOGO:

WIDTH: SHALL BE 1" WITH TAPER AT FRONT OF HOOD

WVDOH LOGO (TO BE SUPPLIED BY WVDOH); (BLACK AND WHITE COPY) AND IS APPROXIMATELY 7" TALL BY 7" WIDE AREA BEHIND LOGO AND WITHIN 1/2" OF LOGO IS NOT TO BE STRIPED.

STRIPED SHOULD BE CUT TO FOLLOW CONTOUR OF LOGO, IN LIEU OF STRAIGHT CUT.

STRIPING MATERIAL SHALL MEET THE REQUIREMENTS OF ASTM D4956-91 TYPE V SHEETING, A SUPER HIGH-INTENSITY RETROFLECTIVE SHEETING CONSISTING OF MICRO PRISMATIC RETROFLECTIVE ELEMENTS. THE CONSPICUITY SHEETING MUST MEET THE REQUIREMENT OF NHSTA, DOT, 49CFR, PART, 571 FEDERAL MOTOR VEHICLE SAFETY STANDARDS FOR CONSPICUITY SHEETING AND BE "DOT APPROVED."

THE SHEETING FOR BOTH APPLICATIONS ABOVE SHALL NOT BE MORE THAN 0.008 INCH THICK HAVING APPROXIMATELY 47,000 MICRO PRISMS PER SQUARE INCH AND SHALL COME WITH AN AGGRESSIVE HIGH TACK PRESSURE SENSITIVE ADHESIVE, REFLECTIVE **OR EQUIVALENT**.

UPPER STRIPE COLOR: DARK BLUE

LOWER STRIPE COLOR: LIGHT GOLD

SUCCESSFUL VENDOR SHOULD CONSULT WITH AGENCY PERSONNEL ON PROPOSED STRIPPING BEFORE PLACING ORDER WITH MANUFACTURER.

IN ORDER TO TEST THE ADHESIVE QUALITY OF THE PAINT, THE DOH MAY AT ITS OPTION, REQUIRE THAT THE VENDOR MEASURE ADHESION BY THE CRITERIA SET FORTH I ASTM D3359-74 METHOD B. A RATING OF LESS THAN 4 ON THIS TEST WOULD BE DEEMED UNACCEPTABLE.

MANUFACTURER'S STANDARD PLANT PAINTING PROCEDURES FOR CLEANING, DE-GREASING, PREPARING, PRIMING AND PAINTING ARE SUFFICIENT TO MEET THE REQUIREMENTS FOR PAINTING OF CAB (WHITE) AND CHASSIS (BLACK). CAB WILL **NOT** BE PAINTED WHITE OVER TOP OF ANOTHER FINISH COLOR.

THIS IS REQUIRED FOR CLASSES 20, 20A, 33, & 33A

SPECS – CLASS 20, 20A, 33

SPECIFICATION FOR FLAT BED AND DUMP BED AND UTILITY BODY ARE LISTED BELOW:

SPECS CLASS 20, 20A, 33

FLAT BED MODEL PVMX838 OR APPROVED EQUAL

CLASS 20

- 56" CA CAB AND CHASSIS SINGLE REAR WHEEL
- *8' LONG X 78" WIDE STEEL PLATFORM BODY WITH 2 X 6 TREATED PINE WOOD FLOOR
- *36" TALL TAPERED BULKHEAD WITH SCREEN WINDOW
- *ICC BUMPER, MARKER LIGHTS, REAR MUDFLAPS MEETS FMVSS STDS.
- *MOUNTING TO PROPERLY FIT CHASSIS
- *PAINTED BLACK

FLAT BED MODEL PVMX93 OR APPROVED EQUAL

CLASS 20A & 33

- 60" CA CAB AND CHASSIS DUAL REAR WHEEL
- *9' LONG X 95" WIDE STEEL PLATFORM BODY WITH 2 X 6 TREATED PINE WOOD FLOOR
- *36" TALL TAPERED BULKHEAD WITH SCREEN WINDOW
- *ICC BUMPER, MARKER LIGHTS, REAR MUDFLAPS MEET FMVSS STDS.
- *MOUNTING TO PROPERLY FIT CHASSIS
- *PAINTED BLACK

FLAT BED MODEL PVMX123 OR APPROVED EQUAL

CLASS 20A & 33

- 84" CA CAB AND CHASSIS DUAL REAR WHEEL
- *12' LONG X 95" WIDE STEEL PLATFORM BODY WITH 2 X 6 TREATED PINE WOOD FLOOR
- *36" TALL TAPERED BULKHEAD WITH SCREEN WINDOW
- *ICC BUMPER, MARKER LIGHTS, REAR MUDFLAPS MEET FMVSS STDS.
- *MOUNTING TO PROPERLY FIT CHASSIS
- *PAINTED BLACK

DUMP BODY MODEL 100U GALION OR APPROVED EQUAL

CLASS 20A & 33

- 60" CA CAB AND CHASSIS DUAL REAR WHEEL
 - *8.5' LONG X 13" TALL SIDES X 22" TALL TAILGATE (ALL 10GA. STEEL)
 - *1/2 X 84 CAB SHIELD (23" LONG X 84" WIDE)
 - *MARKER LIGHTS, ICC BUMPER, REAR MUD FLAPS MEET FMVSS STDS.
 - *STEEL MUD GUARDS IN FRONT OF REAR WHEELS
 - *PAINTED BLACK
 - *PF524DAE HOIST APPROX 8 TON CAPACITY
 - *12 DC VOLT ELECTRIC HYDRAULIC POWER UNIT WITH PUSH BUTTON CONTROLLER ON AUTOMATIC TRANSMISSION CAB AND CHASSIS
- NOTE: PTO, DIRECT MOUNT HYDRAULIC PUMP, DUMP VALVE (ELECTRIC OR CABLE SHIFT) AND RESERVOIR IF PTO APPLICATION IS AVAILABLE ON MANUAL TRANSMISSION

**JIM ROBINSON INC
55 ROBINSON DRIVE
TRIAD, PHILA, WV 26059**

DUMP BODY MODEL 100U GALION OR APPROVED EQUAL

CLASS 20A & 33

84" CA CAB AND CHASSIS DUAL REAR WHEEL

* 10.5' LONG X 13" TALL SIDES X 22" TALL TAILGATE (ALL 10 GA. STEEL)

* 1/2 X 84 CAB SHIELD (23" LONG X 84" WIDE)

* MARKER LIGHTS, ICC BUMPER, REAR MUDFLAPS MEET FMVSS STDS.

* STEEL MUD GUARDS IN FRONT OF REAR WHEELS

* PAINTED BLACK

* PF524DAE HOIST APPROX 11 TON CAPACITY

* 12 DC VOLT ELECTRIC HYDRAULIC POWER UNIT WITH PUSH BUTTON CONTROLLER ON AUTOMATIC TRANSMISSION CAB AND CHASSIS

NOTE: PTO, DIRECT MOUNT HYDRAULIC PUMP, DUMP VALVE (ELECTRIC OR CABLE SHIFT) AND RESERVOIR IF PTO APPLICATION IS AVAILABLE ON MANUAL TRANSMISSION

FAN BELT DRIVEN UNDERHOOD HYDRAULIC PUMP WITH ELECTRIC CLUTCH IF PTO IS NOT AVAILABLE

UTILITY BODY 98A.SW READING UTILITY BODY OR APPROVED EQUAL

CLASS 20

56" CA CAB AND CHASSIS SINGLE REAR WHEEL

* 97" LONG X 76.5" WIDE X 40" VERTICAL COMPARTMENT HEIGHT X 48.5" WIDE FLOOR X 14" DEEP COMPARTMENTS

* RECESSED TAIL LIGHTS, RUBBER GROMETS, OEM STYLE PLUG IN WIRING HARNESS

* STD. BODY SHELVING PACKAGE WITH ADJUSTABLE SHELVES AND DIVIDERS

* MARKER LIGHTS, REFLECTORS MEET FMVSS STDS

* 8" REAR STEP BUMPER

* PAINTED WHITE

UTILITY BODY 108ADW READING UTILITY BODY OR APPROVED EQUAL

CLASS 20A & 33

60" CA CAB AND CHASSIS DUAL REAR WHEEL

* 107" LONG X 93" WIDE X 40" VERTICAL COMPARTMENT HEIGHT X 48.5" WIDE FLOOR X 20" DEEP COMPARTMENTS

* RECESSED TAIL LIGHTS, RUBBER GROMETS, OEM STYLE PLUG IN WIRING HARNESS

* STD. BODY SHELVING PACKAGE WITH ADJUSTABLE SHELVES AND DIVIDERS

* MARKER LIGHTS, REFLECTORS, REAR MUDFLAPS MEET FMVSS STDS

* 8" REAR STEP BUMPER

* PAINTED WHITE

UTILITY BODY 135ADW READING UTILITY BODY OR APPROVED EQUAL

CLASS 20A & 33

84" CA CAB AND CHASSIS DUAL REAR WHEEL

* 132" LONG X 93" WIDE X 40" VERTICAL COMPARTMENT HEIGHT X 48.5" WIDE FLOOR X 20" DEEP COMPARTMENTS

* RECESSED TAIL LIGHTS, RUBBER GROMETS, OEM STYLE PLUG IN WIRING HARNESS

* STD. BODY SHELVING PACKAGE WITH ADJUSTABLE SHELVES AND DIVIDERS

* MARKER LIGHTS, REFLECTORS, REAR MUDFLAPS MEET FMVSS STDS

* 8" REAR STEP BUMPER

* PAINTED WHITE

JIM ROBINSON INC
65 ROBINSON DRIVE
TRIAD, NC 27605

OPTIONS:

CRANE 56" CA SINGLE REAR WHEEL 8800 GVWR CAB AND CHASSIS

CLASS 20 OPTION TELESCOPIC CRANE TO BE USED WITH UTILITY BODY

- * LIFTING CAPACITY OF 2000 LBS. @ 3' (6500 FT. LB. RATING) MANUAL BOOM EXTEND FROM 5.5' TO 9'.
- * 12 VOLT DC ELECTRIC HYDRAULIC POWER ROTATION, POWER BOOM ELEVATION
- * 12 VOLT DC ELECTRIC POWER HOIST WITH 35' X 1/4" CABLE
- * SWIVEL BLOCK, HOOK, LATCH
- * PENDANT CONTROLLER WITH 18' CORD
- * OVERLOAD PROTECTION
- * INSTALL IN RIGHT REAR OF UTILITY BODY LOAD SPACE FLOOR
- * BODY TO BE REINFORCED FOR CRANE
- * CRANE BOOM SUPPORT
- * REMOVABLE JACKLEG TYPE OUTRIGGER WITH SCREWBASE ON CRANE SIDE
- * BUILD UP RIGHT REAR CHASSIS SUSPENSION SPRING LEVEL TO ACCOMMODATE ADDITIONAL CRANE WEIGHT

CRANE 60" CA & 84" CA 3203PR15 AUTOCRANE OR APPROVED EQUAL

CLASS 20A & 33 UTILITY BODY OPTION

- * 3200 LB @ 3' LIFTING CAPACITY, 15' MANUAL BOOM EXTEND,
- * 12 VOLT ELECTRIC HYDRAULIC POWER ROTATION & BOOM ELEVATION
- * 12 VOLT POWER HOIST
- * PLUG IN PENDANT CONTROL
- * OVERLOAD PROTECTION
- * INSTALL ON RIGHT REAR COMPARTMENT TOP
- * UTILITY BODY MANUFACTURES APPROVED COMPARTMENT REINFORCEMENT FOR 16,000 FT. LBS (4000 LB CRANE)
- * CRANE BOOM SUPPORT
- * REMOVABLE MEDIUM DUTY JACKLEG TYPE OUTRIGGER WITH SCREWBASE ON CRANE SIDE
- * BUILD UP RIGHT REAR CHASSIS SUSPENSION SPRING LEVEL TO ACCOMMODATE ADDITIONAL CRANE WEIGHT

PAINT ALL BODIES COLORED OTHER THAN WHITE

LIGHT BAR HALOGEN

CLASS 20, 20A, 33 & 33A

PART # 776A PETERSON OR EQUAL

- * HALOGEN ROTATORS & DIAMOND MIRRORS
- * DRIP RAIL OR DOOR JAM TYPE MOUNTING (NO CENTER CAB ROOF MOUNTING)
- * WIRING & SWITCH SUFFICIENT FOR LIGHT BAR MODEL

**JIM ROBINSON INC
55 ROBINSON DRIVE
TRADEPHIA, WV 26059**

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

RFQ No. MV13

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

**JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059**

Vendor's Name: _____

Authorized Signature: [Signature] Date: 9-20-2012

State of West Virginia

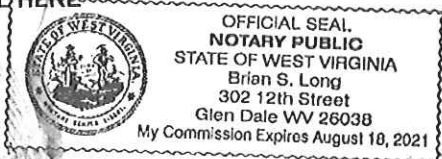
County of Marshall, to-wit:

Taken, subscribed, and sworn to before me this 20th day of September, 2012.

My Commission expires 8-18, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



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.
- 7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Jim Robinson, Inc.
Date: 9-20-2012

Signed: [Signature]
Title: PRESIDENT

JIM ROBINSON INC
 55 ROBINSON DRIVE
 TRIADDELPHIA, WV 26059

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

JIM ROBINSON INC
 55 ROBINSON DRIVE
 TRIADDELPHIA, WV 26059

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

[Handwritten Signature]

Brian S. Long *Fleet Sales*

304-233-8000

304-233-3127

9-20-2012

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MV13

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

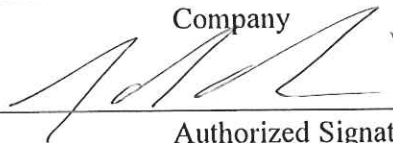
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

Company



Authorized Signature

9-20-2012

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.