

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

Solicitation

NUMBÉR MV13

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ONNIE HILL

04-558-2157 ALL STATE AGENCIES

VENDOR

RFQ COPY

Thornhill Ford Lincoln 63 Admiral Road Chapmanville, WV 25508

AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED 08/08/2012 BID OPENING DATE: 09/06/	2012 RTF	OPENING TIME 1:30	PM
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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

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

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Solicitation

NUMBER MV13

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

CONNIE HILL

304-558-2157

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

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CONNIE HILL

304-558-2157

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

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SOLICITATION NUMBER: MV13 Addendum Number: 01

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:

[1]	Modify bid opening date and time
[1]	Modify specifications of product or service being sought
[🗸]	Attachment of vendor questions and responses
[1]	Attachment of pre-bid sign-in sheet
1 1	Correction of error
1 1	Other

Description of Modification to Solicitation:

To change the bid opening date from September 6, 2012 to September 20, 2012. To provide the Pre-Bid Sign In Sheets.
To provide answers to questions received.
To provide revised specification/pricing sheets.

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:

- All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 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.

ATTACHMENT A

Questions & Answers Received for MV13 Addendum No. 1

Question:	Per my comments today at your pre-bid meeting, I think it would benefit your lifecycle cost review if you evaluated the manufacturer warranties for a true value picture in addition to fuel economy ratings. You will find that some manufacturers offer better warranties than others. For example GM offers 40,000 more miles versus Ford on all of our Drive train warranties and Roadside assistance which is very significant.
Answer:	Evaluation will be made per the specifications.
	a the state was hid mosting converse dealershins
Question:	Can one representative at the pre-bid meeting represent several dealerships owned by the same company with different Purchasing Division Registrations and FEIN numbers?
Answer:	Yes
Question:	If possible can the use of the state credit card for vehicle purchases be listed
Questioni	as a surcharge of 3% up charge added to cost of vehicle. It is impossible to absorb the credit card charges for auto/truck purchases as we do not build in
	3% profit on each unit. We can do this, but the state will be paying more for each unit and not getting the best deal per unit.
Answer:	No
Question:	Can the use of the state purchasing card be removed as a form of payment?
Questioni	cuit the day of the case of th
Answer:	No
Question:	Due to incomplete pricing information from the manufacturer at this date,
	would it be possible to extend the bid opening date for at least a couple weeks?
Answer:	Bid Opening will be September 20, 2012 at 1:30 pm, same location.

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
Question:	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.

Request for Proposal No. MV/3 PLEASE PRINT

	Page_	1	_ of _	4
Date:	8-22	?-/	2	

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	NUMBERS
Company: Matheny Motor Truck Co. Rep: Randy Terrell Email Address: Cterrell @matheny motors. com	P.O. Box 1304 Parkersburg WV 26102	PHONE 304-485-4418 TOLL FREE 800-284-4418 FAX 304-485-4422
Company: MAtheny Motor TruckCo 1 Rep: 5teve 5kinner Email Address: 55kinner@matheny Motors. Co	P.O. BOX 1304 Parkersburger 26102	PHONE 304 485-4418 648 TOLL FREE 800 284-4418 FAX 304 485-4422
Company: KING COAL CHEUROLET Rep: Michael Tolley Email Address: KING COAL 4 @FRONTER	1508 E. MAIN ST OAV HILL, WU. 25961 COM	PHONE 304-469.2961 TOLL FREE 800-766-0264 FAX 304-419-2160
Company: Backley Buick-GMC Automall Rep: Harry Church Email Address: hchurch Obeckley automall. Com	3934 Roboit C Byrd Drive Beckley, UN 2580!	PHONE 304-252-3300 TOLL FREE 800-284-3934 FAX 304-253-679/
Company BAKER TRUCK EGNIPMENT Rep: Viry 11 MAY Se Email Address: Virgil Obliker W. Com	7035482 Hurriune W25526	PHONE 304-722-384 TOLL FREE 800-342-3119 FAX 304-722-3829

Request for Proposal No. MV13

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Page 3 of 4

Date: 8-22-17

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TELEPHONE & FAX NUMBERS

•	MAILING ADDRESS	NUMBERS
FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	
Company: Baker Truck Equipment	US Rt. 60 @ MYRES Ld.	PHONE 304- 722-3814 TOLL FREE 800- 342-3/19
Rep: Ned MCKdin		FAX 304-722-3829
company: C. HACKett CheysGR Dodge Je	News/ W. 26050	PHONE 304-387-2955 TOLL FREE
Rep: SE CALDIN I Email Address: CALDINI & GMAIL. COM.		FAX 304-387-3434
Company: Strepheus Auto Cent Rep: Richard Stephens Email Address: rstephens @ stephensauto.c	Danville WV 25053	FAX 304-369-24/0
Company: Zores co Equipment Co: Rep: Tim Fortana Email Address: + fortana (2 zores és; com	8500 Clinton Role Brooklyn, Oit ft/4	PHONE 216-631-8800 TOLL FREE FAX 216-631-8700
Company: Clean Energy/BAF Rep: Don Morris	20574 Overton CT STE A- Potomac FALLS, VA 20165	PHONE 703.439.9801 TOLL FREE FAX
Email Address: jaonis @ clear energy fuels.	com	

Request for Proposal No. MV13

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Page _ 3_ of _ 4 8-22-12

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

TELEPHONE & FAX NUMBERS MAILING ADDRESS FIRM & REPRESENTATIVE NAME P.O. BOX 3731 Company: Kinefic Clean Energy Charleston, WV 25337 FREE 800-910-6038 x 116 Tom Block FAX 304 344 2709 Mar toloch @ kineficuleanewray. com PHONE 304-233-8000 Robinson Auto Gas 155 Robinson DRIVE 26059 RIADELOHIA BRIAN FAX 304-233-3127 bslong 811@ live. Com FREE lames ODonnell Q Drive on natural gas. com FAX COMPANY WHITOSINE CHEIROLET-BUICK-GMC-CODILLAG 50714 NATIONAL RA Fleet QUhitesides. Com PHONE 5/3-262-630/ Company: GM FREE DARAGORD Email Address: drawin d. Afford egm. Com FAX

Cherry Cherry

Request for Proposal No. MV/3

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Page 4 of 4

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

TELEPHONE & FAX NUMBERS

	MAILING ADDRESS	NUMBERS
FIRM & REPRESENTATIVE NAME	63 Hanival Dr	251 870
Company: Thanhill Ford Lincoln	En admand i le usu	PHONE 204 855 630
Company: The Total Zitter	25507	TOLL
Rep: Pawl Johnson		PREE DOZZ GET 671
Email Address: Pan). Johnson of thornhill Autor	yother. Can	FAX 302 855 57319
Email Address: Van J. Sans On 25 1 100		2-11 1100 1118
Company: ASTORA MOTOR (.D.	2028 7th St	PHONE 304-488-9145
Company: ASIOU / NOTO	Parkerslarg W 2661	TOLL FREE
Rep: WILLIAM	Pal rui sia y in ao ao	111111
Email Address: Nicole Williams Danil wm	V	FAX
Email Address: William & Grand Control of the Contr		PHONE 30 4 855 \$40.
Company Thornhill GM JUBET JAK	- corridor Giz	PHONE 20 4 035 \$40
Company	Chadmanoille, W	TOLL
Rep: Jan Johnson	Chapmano 7	FREE
Rep. 1/201	2 2 2 5046	FAX 304 855 BB
Email Address Jan 1. John Jo na Thornh: 11 Au	FOMOT, Ve - C V W	
. /2:		PHONE 304-233-8000
Company: Jim Robinson Inc / Robinson Auto 6	1	TOLL
N - 1 1 - 2	TRIPPELANIA W	FREE
Rep: DRIAN LONG	26059	FAX 304-233-3127
Email Address: DS long 811 @ live. com		- · · · · · · ·
T 51 5/5 [/ D]	Auto Group 95 Robinson Drive	PHONE 304-233-8000
Company: Tim Robertson Form/ Robinson		TOLL
Rep: Brian Long	Triavelphia W	FREE
	26059	FAX 304-233-3/2
Email Address: bs/ong 811 @1/1ve: wm		
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■ Fleet Oute

CHEVROLET

Cadillac BUICK

BRIAN G. MCCULLEY Fleet Sales Manager

Phone (740) 695-0211 Ext 2421 Ext (740) 695-1756 Tall Free (800) 610-0211 Residence (304) 243-5545 fleet@whitesides.com

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MOTORS

Steve Skinner

Light Commercial Truck Manager sskinner@mathenymotors.com

304.485.4418 x.648 TEL 304.485.4422 FAX

304.482.7695 CELL

www.mathenymotors.com

Commercial Account Manager PAUL JOHNSON

paul.johnson@thomhillfordlincoln.com www.thomhillfordlincoln.com

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27:1:52

(304) 855-8300 phone (304) 855-8314 fax

Chapmanville, WV 25508

Phombill Ford Lincoln

U.S 119 Comider G

20574 Overton Court, Suite A Potomac Falls, VA 20165 USA fax: 562.493.4532



Jim Norris Clean Energy" \$ North America's leader in clean transportation

cell: 703.439.9801

www.cleanenergyfuels.com

Business Development Manager jnorris@cleanenergyfuels.com

goode Trees

LIACKET

50714 NATIONAL RD SAINT CLAIRSVILLE, OH 43950



Baker Truck Equipment Company Route 60 at Mynes Road • P.O. Box 482

(304) 722-3814 • Celt: (304) 419-1571 • Fax: (304) 722-3829 Hurricane, West Virginia 25526 E-Mail: ned@bakerwv.com

Ned McKown

Sales Manager



Baker Truck Equipment Company Route 60 at Mynes Road • P.O. Box 482 Hurricane, West Virginia 25526

(304) 722-3814 . (800) 342-3119 (MV) . Fax (304) 722-3829 E-Mail: virgil@bakerwv.com

Sales Representative Virgil Mayse

Home: 364-4110 Cell: 419-1439 Alternative Fuel Solutions or Pennsylvania

Mahaffey, Pa 15757

Office 814-277-4456 Cell 440-319-7207 Fax 814-746-4694

Fleet, Commercial, Government & Police Vehicle Sales Dar Alford District Sales Manager

www.chackettmotors.com

darwin.d.alford@gm.com Tel: 513-262-6301

General Motors Company 11700 Great Oaks Way Alpharetta, CA 30022

> Phone: 304-387-2955 Fax: 304-387-3434

400 Washington Street

Newell, WV 26050

GM Fleet and Commercial

CMFLEET.CON

P. 800.910.6038 ext. 116 F. 304.344.2709 Kinetic Clean Energy, LLC P.O. Box 3731 Charleston, WV 25337 tbloch@kineticcleanenergy.com Tom Bloch Partner

www.kineticcleanenergy.com



Kinetic

James O'Donnell

Co-Founder

6162 Colonel Drake Hwy

jamesodonnell@driveonnaturalgas.com www.DriveOnNaturalGas.com



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

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

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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.

	1	Modify bid opening date and time
[🗸	1	Modify specifications of product or service being sought
[١	Attachment of vendor questions and responses
l	Į	Attachment of pre-bid sign-in sheet
1	١	Correction of error
1	1	Other

Description of Modification to Solicitation:

Applicable Addendum Category:

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

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) Addendum No. 1 [] Addendum No. 6 Addendum No. 2 [] Addendum No. 7 [] Addendum No. 3 [] Addendum No. 8 [] Addendum No. 4 [] Addendum No. 9

Addendum No. 5

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.

Addendum No. 10

1. Yoursa

Authorized Signature

Date

Company

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

Revised 6/8/2012

DEO No	MV13	
RFQ No.		

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:	
Vendor's Name: Thomhill Ford Lincoln	
Authorized Signature:	
12) 1/2000	
State of West Vinginia	
County of Logan, to-wit:	-
Taken, subscribed, and sworn to before me this 11 day of	
ENGINEERING OVOIGNETCIAL SEASO	¥
STATE OF VICTORY PUBLIC NOTARY PUBLIC Judy Smith NOTARY PUBLIC NOTARY PUBLIC	Judy Omix
Scott Depot, WV 25560 My Commission Expires May 10, 2021	Archasing Affidavit (Revised 07/01/2012)

Date:

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.

	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)
2.	years immediately preceding the date of this certification; or, 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,
	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.
requirer against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
By subrauthorize the required	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and res the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
	penalty of law for false swearing (West Virginia Code, §61-5/3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate es during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

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.

Thornhill Ford Lincoln
(Company)
(Authorized Signature)
Paul A. Johnson Fleet Manager
(Representative Name, Title)
Representative Name, Title) 304 855-8300 304 855-8314
(Phone Number) (Fax Number)
9-20-12
(Date)

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.

(Check the	e bo	x next to each addendum	received	1)	
[\forall] Adden		Addendum No. 1	[]	Addendum No. 6
ĺ	/]	Addendum No. 2	[]	Addendum No. 7
ĺ]	Addendum No. 3	[]	Addendum No. 8
1]	Addendum No. 4	[]]	Addendum No. 9
[]	Addendum No. 5]]	Addendum No. 10

Addendum Numbers Received:

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.

Company

Authorized Signature

Date

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 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.	PR	REB	ID MEETING: The item identified below shall apply to this Solicitation.
	[1	A pre-bid meeting will not be held prior to bid opening.
	[1	A NON-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

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

	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.	ne
	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 be an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt 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.	of of
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.

GENERAL TERMS AND CONDITIONS:

- 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.

- 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.

- 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
- 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.

l	1	in the a	mount of and received by	D: The apparent successful Vendor shall provide a performance bond The performance bond must be the Purchasing Division prior to Contract award. On construction e bond must be 100% of the Contract value.
l	1	labor/m	aterial payment b	PAYMENT BOND: The apparent successful Vendor shall provide a cond in the amount of 100% of the Contract value. The labor/material sued and delivered to the Purchasing Division prior to Contract award.
cer or sar lab	tifie irrev ne or/r	ed check vocable l schedule naterial	s, cashier's check letter of credit pro as the bond it	ance Bond, and Labor/Material Payment Bond, the Vendor may provide s, or irrevocable letters of credit. Any certified check, cashier's check, vided in lieu of a bond must be of the same amount and delivered on the replaces. A letter of credit submitted in lieu of a performance and ill only be allowed for projects under \$100,000. Personal or business
l	I	mainter	TENANCE BON nance bond cover ed to the Purchasi	ND: The apparent successful Vendor shall provide a two (2) year ring the roofing system. The maintenance bond must be issued and ng Division prior to Contract award.
I	Ī	WORK	KERS' COMPEN	NSATION INSURANCE: The apparent successful Vendor shall have appensation insurance and shall provide proof thereof upon request.
[1		RANCE: The ap Contract award:	parent successful Vendor shall furnish proof of the following insurance
		1	Commer	cial General Liability Insurance: or more.
		[Risk Insurance: builders risk – all risk insurance in an amount equal to the amount of the Contract.
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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

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

- 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

- 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.

- 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 nondiclosure 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.

- 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

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.

- [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

- 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

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 \div 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.

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.

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 <u>must</u> be pre-drilled with hardware to meet specifications that require both front and rear license plate <u>prior</u> to delivery. This is a requirement under West Virginia State Law. Any vehicle delivered without such holder shall be rejected until the dealer corrects the deficiency.
- 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;
- Inflate tires to proper pressure;
- Verification of perfect operation of all mechanical and performance features:
- 6. Front end alignment and balancing of all tires;
- 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;
- 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;
- 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;
- 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 <u>July 15, 2013</u> 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: <u>Purchasing.Requisitions@wv.gov</u> 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

Miscellaneous:

1. All owner manuals whether in print or CD shall be ordered by the Agency for the vehicle being purchased.



- 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.

CLASS 2 - AUTOMOBILE

Compact, 4 Door Sedan - Front Wheel Drive, Wheelbase 102.9" Includes but not limited to: Toyota Corolla, VW Jetta, Honda Civic, Mitsubishi Lancer Ford Focus, Chevy Cruze, Buick Verano or equal

Vendor Name: THORNHILL FORD LINCOLN			
Manufacturer / Brand	FORD		
Delivery	60-120 DAYS		
Model Name & Number	FOCUS SE P3F		
		***************************************	Legación continuatorios y uno
Standard Equipment Descriptions at a		HP	TORQUE
Standard Equipment Requirements: Engine	MIN: 127 UP 129 TOPOUE	160	146
Transmission	MIN: 127 HP 128 TORQUE Automatic	160	140
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	Bucket		
Air Conditioning	Installed		
Floor Mats	Installed		
Front Air Bags	Installed		1222
Power Windows/Power Locks	Installed	EPA	EPA
Dries Fook Cooplins	\$45.700.40	HGWY	CITY
Price Each Gasoline	\$15,726.19	38	28
Price Each Flex-Fuel	\$15,726.19		
THIS EAST TOX THOSE	Ψ10,720.10	28	19
Diesel	\$ N/A	2.0	10
510001	V TWI	N/A	N/A
Options:			
Tilt Wheel & Cruise Control		\$	STD
Keyless Entry		\$	STD
Side Air Bags		\$	STD
FOB Dealership: (Deduct)		\$	0
FOB Other than Metro Charleston - Per Mile		\$ \$ \$ \$	2.27
W 1997 - 17 k 1			
Additional Information:			
FOCUS SE INCLUDES FORD SYNC SYSTEM			

Thornhill F.L

CLASS 2A - Automobile

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	FORD		
Delivery	60-120 days		
Model Name & Number	FOCUS P3K		
		HP	TORQUE
Standard Equipment Requirements:			
Engine	MIN: 127 HP 128 TORQUE	160	146
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		
		EPA	EPA
		HGWY	CITY
Price Each - Gasoline	\$16,606.19		
		38	27
Price Each - Flex-Fuel	\$16,606.19		
		28	19
		1	
Options:			
Tilt Wheel & Cruise control			STD
Keyless Entry			STD
Side Air Bags			STD
FOB Dealership: (Deduct)	>	\$	0
FOB Other than Metro Charleston - Per Mile	to a company of the contribution of the service of		2.27
Manual Transmission - Credit		\$	-978
	ENTER REPORTED DRIVE FINE AND DRIVE AND DRIVE AND	<u> </u>	
Additional Information:			
	300 Table 1 Ta		
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Thornhill F.L

CLASS 3 - AUTOMOBILE

Midsize, 4 Door, Front Wheel Drive, Wheelbase 107.4"

Includes but is not limited to: Toyota Camry, Chevrolet Malibu, Dodge Dart, Ford Fusion, Buick LaCrosse or equal.

Vendor Name: THORNHILL FORD LINCOLN			
Manufacturer / Brand	FORD		
Delivery	62-120 Days		
Model Name & Number	FUSION POG	i.	
			TOD
		HP	TOR
Standard Equipment Requirements:			
Engine	MIN: 160 HP 156 TORQUE		470
Transmission	Automatic	168	170
Steering	Power	į.	
Brakes	Power/ABS	i.	
Radio -AM/FM w/CD Player	Installed	<u>r</u>	
Glass	All Tinted		
Mirrors	Left & Right Outside		
License Plate Mounts	Front & Rear		
Fuel Tank	Factory Standard	-	
Power Windows and Locks	Installed		
Tires	All Season		
Spare Tire	Standard Tire w/ Jack		
Rear Window/Defogger	Installed	2	
Front Seat	Standard Seating		
Air Conditioning	Installed	3	
Floor Mats	Installed	1	
Seating Capacity	5	i.	
Front Air Bags	Installed		
Tilt Wheel & Cruise Control	Installed	EPA	EPA
Keyless Entry	Installed	HGWY	CITY
		,	
Price Each Gasoline	\$17,186.19	33	23
			
Price Each Flex Fuel	N/A		
THO Eddit How Faci		.	
Price Each Hybrid	NO BID		
Thee Edul Trybha	No bib	.	
Options:			
Power Windows, Locks, Power Heated Mirrors		SEE BELOW*	
Power Driver Seat		SEE BELOW*	
			STD
Side Air Bags	THE RESIDENCE AND ADDRESS OF THE PARTY OF TH	\$	0
FOB Dealership: (Deduct)	100 married and the second and the	-	2.27
FOB Other than Metro Charleston - Per Mile		.\$	2.21
A 1270 1 1 - C C			
Additional Information:	Delicas Ocal la OF Disc		
Power Locks, Windows Mirrors STD. Heated Mirrors, Pow	ver Drivers Seat in SE Pkg.	+	
SE Pkg add \$ 1,523.00			
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Thornhill F.L

CLASS 6 - AUTOMOBILE

Utility Small, 4 Wheel Drive/AWD, 4 Door

3,800 GVWR 103" Wheelbase

Vendor Name: THORNHILL FORD LINCOLN Manufacturer / Brand **FORD** Delivery 60-120 DAYS Model Name & Number **ESCAPE U9G** HP **TORQUE** Standard Equipment Requirements: Engine MIN: 165 HP 161 TORQUE 178 184 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 **Fuel Tank** Standard Front Seat Bucket Rear Seat Bench Air Conditioning Installed Floor Mats Installed Front Air Bags Installed Tilt Wheel & Cruise Control Installed Power Windows/Power Locks Installed Keyless Entry Installed Side Air Bags Installed **EPA EPA HGWY** CITY Price Each Gasoline 30 \$22,322.19 22 **EPA EPA HGWY** CITY Price Each Flex Fuel N/A Options: Full Size Spare Tire N/A Off Road Package Including Limited Slip Rear Includes: N/A * \$ Axle-Trac-Lok Differential \$ Engine Cooling - Heavy Duty \$ \$ Skid plate Group List items included in this group Suspension - Heavy Duty W/gas Shocks Enter total off road \$ Front and Rear Tow hooks Hi & Lo Gear 4WD or equivalent \$ \$ Off Road Tires Tow Package 345 Exterior colors SEE BELOW Roof-Top Luggage Rack \$ IN 201-A PKG* Slush/All Weather Mats (Driver & Passenger) \$ 66 7 Slush/All Weather Mats (Second Row) \$ INC IN ABOVE 8 Slush/All Weather Mats (Cargo) \$ N/A 9 FOB Dealership: (Deduct) \$ 0 10 FOB Other than Metro Charleston - Per Mile 2.27 11 Optional Engine: \$ 2.0L 1022 12 Credit for Front Wheel Drive Only \$ -1540 Additional Information: Paint Ruby Red\$ 345.00, White Platinum 432.00. 201A PKG Add \$ 324.00

Thornhill F.L

CLASS 8 - AUTOMOBILE

Utility Large, 4WD or AWD, 4 Doors, 7400 GVWR

Includes but is not limited to: Chevrolet Suburbans, Chevy Tahoe, Ford Expedition or equal.

MS ON U1G HP 360 TORQUE w/Overdrive S Int Outside ear in w// Jack \$28,318.65	EPA HGWY 18 EPA HGWY	EPA CITY
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w/Overdrive S Int Outside ear In // Jack	EPA HGWY	EPA CITY
w/Overdrive S Int Outside ear In // Jack	EPA HGWY	EPA CITY
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CLASS 12 - TRUCK

Large Pickup, 2 Wheel Drive 6000 GVWR, Short Bed, Approx. 5'7" bed. Includes but is not limited to: Ford F150, Dodge 1500, Chevrolet 1500, GMC Sierra 1500 or equal.

Additional	Information:				
	rship: (Deduct) than Metro Charleston - Per Mile		A VIOLENCE CONTRACTOR	\$	2
	ck Bed (Deduct) rship: (Deduct)			\$	N/A
Spray In B			A Thoras Satisfact Was a Surface Management	\$	
Extended (\$	2,
Crew/Quad				\$	6,
Bed Liner -			Manual Company of the	\$	Oit
	/eather Mats (Second Row)			RUBBER FLO	
Engine Op Slush/All W	tions /eather Mats (Driver & Passenger)	Option 2		3.5L RUBBER FLO	\$ 1
Engine Op		Option 1		5,0L	\$
Side Air Ba		10 <u>00</u> 1000 ed	NO SECTION AND DESCRIPTION OF THE PARTY OF T	\$	STD
Slide Rear				\$	
Long Bed	×			\$	
Tow Hooks				\$	STD
	dows / Power Locks			\$811 Reg Cab	
Limited Sli Keyless Er	p Rear End		National Appropriate Control of the	\$ INC IN POWE	P CPOUR
	& Cruise Control			\$	
AM/FM w/				\$	N/C
Options:			0.0		
Bed Size (Quote		6.5'		
Price Each	Flex Fuel		\$15,496.92	17	
				EPA HGWY	EPA CITY
Price Each	Hybrid		N/A		
				EPA HGWY	EPA CITY
					- EDA
Price Each	Gasoline		\$15,496.92	23	
Front Air B	ags		Installed	HGWY	CITY
Rubber Flo	or Covering		Installed	EPA	EPA
Front Seat			Bench		
Air Conditi			Installed		
Tires Spare Tire			All Season Full Size w/ Jack		
Bumper			Rear Step Factory Installed		
Cargo Box			Fleetside		
	ate Mounts		Front & Rear		
Mirrors			Left & Right Outside		
Radio			Installed All Tinted		
Brakes			Power		
Steering			Power		
Transmiss	ion		Automatic		
Engine	Equipment Requirements.		MIN 195 HP 235 TORQUE	302	
Standard	Equipment Requirements:			302	
				HP	TORQL
	ne & Number		F-150 F1C		
Delivery	rer / Brand		60-120 DAYS		
Manufactu	rer / Brand		FORD		

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CLASS 14 - TRUCK

Large Pickup, 2 Wheel Drive 8800 GVWR, Long Bed, Crew Cab Includes but is not limited to: Dodge Ram 2500, Chevrolet 2500, Ford F250, or equal.

Manufacturer / Brand Delivery	FORD 60-120 DAYS		
Model Name & Number	F-250 W2A		
		HP	TORQUE
Standard Equipment Requirements:		385	405
Engine	MIN: 300 HP 360 TORQUE		
Transmission Steering	Automatic Power		
Brakes	Power		
Radio	AM/FM		
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		
Standard Floor Covering Front Air Bags	Installed Installed		
V8 Engine	Standard		
vo Engino	Olandara	EPA	EPA
		HGWY	CITY
Price Each Gasoline	\$22,172.38****	N/A	N/A
		EPA	EPA
		HGWY	CITY
	n garage at	Larence .	l
Price Each Flex Fuel	\$ N/A	N/A	N/A
Price Each Diesel	\$28,541.90****	N/A	N/A
The Lacit Diesel	\$20,041.00	IVA	1972
Options: 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	\$328.00 STANDRD \$ 84.00 4X4 ONLY \$ \$105.00 STANDARD FRONT	Enter total off-roa	
AM/FM w/ CD Player Tilt Wheel & Cruise Control	的是自然的社会,所以他们的自然的。 第二章	\$ TILT STD/ CRUI	\$231.00
Keyless Entry		INC W/ PWR GRO	
Power Windows / Power Locks	We will respect to the first the second second		\$928.00
Tow Package	List items included in this group	\$STANDARD*	
Snow Plow Package	List items included in this group	\$ 72.00 4x4 only**	
Diesel Engine			\$6,687.00
Optional Engine		N/A	
Side Air Bags		STANDARD	
Exterior colors	Constitution of the Consti	STANDARD	
Slide Rear Window			\$105.00
Running Boards	parameter and a service of the control of the contr	OTANDADD	\$311.00
Swing out mirrors Bed Liner - Drop In	DESCRIPTION OF STREET	STANDARD	\$239.00
Spray In Bed Liner			399
Slush/All Weather Mats (Driver & Passenger)		RUBBER FLOOR	000
Slush/All Weather Mats (Second Row)	EVERT CONTROL AND THE STATE OF	RUBBER FLOOR	
4 Wheel Drive			\$2,583.00
Option Cloth Seat	MILLOUIS AND		\$264.00
Option Carpet		N/A	
FOB Dealership: (Deduct)	· · · · · · · · · · · · · · · · · · ·		(
FOB Other than Metro Charleston - Per Mile			2.27
Additional Information: * 7-wire harness w/relays & 7-4 pin connector. ** springs f **** price does not include D.O.H Package. D.O.H package.			2450

Thornhill F.Z

Class 15 - Truck Large Pickup, 2 Wheel Drive, 8500 GVWR, Long Bed Includes but not limited to: Ford F250, Dodge Ram 2500, Chevrolet 2500 or Equal

Vendor Name: THORNHILL FORD LINCOLN Manufacturer / Brand	FORD		
Delivery	60-120 DAYS		
Model Name & Number	F-250 F2A		
Wodel Name & Number	1-20012A	— HP	TORQUE
Standard Equipment Requirements:			TOTAGE
	MIN: 300 HP 360 TORQUE	385	405
Engine Transmission	Automatic	— I 363	405
	TO CONTROL		
Steering	Power		
Brakes	Power AM/FM		
Radio	(15,74,040,047, 950,07)		
Glass	All Tinted		
Mirrors	Left & Right Outside		
License Plate Mounts	Front & Rear		
Cargo Box	Fleetside		
Bumper	Rear Step Factory Installed		
Tires	All Season	 ii	
Spare Tire	Full Size w/ Jack		
Air Conditioning	Installed		
Standard Floor Covering	Installed		
Front Air Bags	Installed		
V8 Engine	Standard		
		EPA	EPA
		HGWY	CITY
Price Each Gasoline	\$ 18,666.38****	N/A	N/A
	-		14.5
		EPA	EPA
		HGWY	CITY
Price Each Flex Fuel	\$ 18,666.38****	N/A	N/A
0 1000 TOO 100 TOO 10 T			5333 B
Extended Cab		\$	2,230
Crew Cab	Accupation and a second a second and a second a second and a second and a second and a second and a second an	\$	3,521
Limited Slip Rear End		\$	328
AM/FM w/ CD Player		\$	231
Tilt Wheel & Cruise Control		tilt std. cruise \$	
Keyless Entry	COURT OF THE COURT	inc pwr group	
Power Windows / Power Locks		\$	752.**
Tow Package	List items included in this group	STANDARD*	
Diesel Engine	List hems included in this group	\$	6,687
Optional Engine		<u> </u>	N/A
Side Air Bags		STANDARD	11//
Slide Rear Window			105
		\$	105
Running Boards			311
Trailer Tow Mirrors		STANDARD	
Bed Liner - Drop In		\$	239
Add Spray In Bedliner	NAME OF THE PARTY		399
Slush/All Weather Mats (Driver & Passenger)		RUBBER FLOO	
Slush/All Weather Mats (Second Row)	ALEXANDER MANAGEMENT	RUBBER FLOO	DR
Delete Truck Bed (Deduct)	(300 -100-100 - 1	\$ ***	-525
FOB Dealership: (Deduct)		\$	0
		\$	2.27

Additional information:

Thoman'l) FL

CLASS 18 - TRUCK Large Pickup, 4 Wheel Drive, 5400 GVWR, Short Bed

Includes but is not limited to: Toyota Tacoma, GMC 1500, Dodge Ram 1500, Ford F150 or equal.

Vendor Name: THORNHILL FORD LINCOLN			
Manufacturer / Brand	FORD		
Delivery	60-120 DAYS		
Model Name & Number	F-150 F1E		
		HP	TORQUE
Standard Equipment Requirements:			
Engine	MIN: 231 HP 270 TORQUE	302	278
Transmission Steering	Automatic Power		1
Brakes	Power/ABS		
Radio	AM/FM		
Glass	All Tinted		
Mirrors	Left & Right Outside		
License Plate Mounts	Front & Rear		
Cargo Box	Fleetside		
Bumper Tires	Rear Step Factory Installed All Season		
Spare Tire	Full Size w/ Jack		
Air Conditioning	Installed		
Front Seat	Bench		
Auto Locking Hubs	Installed		
Standard Floor Covering	Installed		ED.
Front Air Bags	Installed	EPA	EPA
Price Each Gasoline	\$17,758.92	HGWY	CITY
File Each Gasonine	\$17,730.92	21	16
		1 -1	
		EPA	EPA
		HGWY	CITY
Price Each Flex Fuel	\$17,758.92	1	40
		15	12
		EPA	EPA
		HGWY	CITY
Price Each Hybrid	N/A		
The second secon		N/A	N/A
- 4			
Options: Off Road Package Including Limited Slip Rear, Includes:		. 4	478
Off Road Package Including Limited Slip Rear, Includes: Axle-trac-lok differential	\$ 341.00 LIMITED SLIP	\$	470
Engine Cooling - heavy duty	N/A	A	
Skid plate Group	\$137.00		
Suspension - Heavy Duty W/gas Shocks	STANDARD	Enter total off ro	ad pkg above
All Terrain Tires	STANDARD		
Tow Hooks	FRONT STANDARD		
2 AM/FM w/ CD Player			/C
3 Tilt Wheel & Cruise Control 4 Tow Package	List items included in this gorup	\$ 320.00°	J. \$ 187.00 CRUIS
5 Snow Plow Package	List items included in this gorup	N/A	
S Slide Rear Window	List Komo moladed in this gorap	\$	192
7 Keyless Entry		INC IN POWER O	
B Power Windows, Locks, Power Heated Mirrors		MIRRORS NOT H	IEATED \$ 811**
Side Air Bags		STANDARD	
0 Slush/All Weather Mats (Driver & Passenger)		RUBBER FLOOR	
1 Slush/All Weather Mats (Second Row)	Notes that the second of the s	RUBBER FLOOR	243
2 Bed Liner - Drop In 3 Spray In Bed Liner	Chronical Action Contact Persons	\$	405
4 Carpet Interior		\$	123
5 Cloth Seats	(a line of the control of the contr		N/C
6 Long Bed	关于是其他人的现在分词的	\$	278
7 Extended Cab w/ Third and Fourth Door		\$	3211
8 Crew Cab		\$	7514
9 Engine Option Size:5.0LV-8	Francisco de la companya del companya de la companya del companya de la companya	\$	853
0 FOB Dealership: (Deduct)	-	\$ \$ \$	2.27
1 FOB Other than Metro Charleston - Per Mile		9	2.21
Additional Information:			
* trailer tow inc. 7-pin wiring harness,aux. trans. Oil cooler,	class IV hitch, select shift		
transmission, Upgraded radiator. ** Pwr grp. Ext. cab \$981			

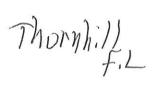
Thornhill F.L

CLASS 19 - TRUCK

Large Pickup, 4 Wheel Drive, 8500 GVWR, Long Bed Includes but is not limited to: Ford F250, Dodge Ram 2500, GMC Sierra 2500, Chevrolet Silverado or equal.

Vendor Name THORNHILL FORD LINCOLN			
Manufacturer / Brand	FORD		
Delivery	60-120 DAYS		
Model Name & Number	F-250 F2B	_	
		HP	TORQUE
Standard Equipment Requirements:			
Engine	MIN: 295 HP 335 TORQUE	385	405
Transmission	Automatic		
Steering	Power	_	
Brakes	Power/ABS	DIE	ESEL
Radio	AM/FM	-	000
Glass	All Tinted	_ 400	800
Mirrors	Left & Right Outside		
License Plate Mounts	Front & Rear Fleetside	-	
Cargo Box		— ;	
Bumper Tires	Rear Step Factory Installed	_	
Spare Tire	All Season Full Size w/ Jack	_	
Air Conditioning	Installed	_	
Front Seat	Bench	_	
Auto Locking Hubs	Installed	_	
Standard Floor Covering	Installed	-0	
Front Air Bags	Installed	— EPA	EPA
Tront Air bags	ilistalied	- HGWY	CITY
		HOWI	CITT
Price Each Gasoline	\$ 21,102.38****	N/A	N/A
The Editi Gustinio	V 21,102.00	-	1000
	11		
Price Each Flex Fuel	s MA	N/A	N/A
FILCE CACH FIEX FUEL	• , , , ,	- 1000	I IVA
		N/A	N/A
Price Each Diesel	\$ 27,471.88****	IN/A	IN/A
Options:			
Off Road Package Including Limited Slip Rear, Includes:	DESCRIPTION OF THE PROPERTY OF	\$	189.00
Traction Control	STD.		
Engine Cooling - heavy duty	STD	_ l	
Skid plate Group	\$84.00		
Suspension - Heavy Duty W/gas Shocks	STD	Enter total off ro	ad pkg above
All Terrain Tires	\$105.00	0	
Tow Hooks	FRONT STANDARD		
AM/FM w/ CD Player		M	\$231.00
Tow Package	List items included in this group	STD*	
Snow Plow Package	List items included in this group	<u> </u>	\$72.00
Side Air Bags	The said charge of the second state of the second	STD	
Slide Rear Window		MIG HURWIN OR	\$105.00
Keyless Entry	POLICE AND A VALUE OF THE PARTY	INC. W/PWR GR	
Power Windows, Locks, Power Heated Mirrors			HEATED \$ 752.00
Slush/All Weather Mats (Driver & Passenger)		RUBBER FLOOR	
Slush/All Weather Mats (Second Row)		RUBBER FLOOR	
Bed Liner	to a situate Marie to be a popular shows		\$239.00
Spray In Bed Liner			\$399.00
Carpet Interior		N/A	****
Cloth Seats			\$84.00
Extended Cab w/ Third and Fourth Door		THE OTH COLUMN	\$2,288.00
Tilt Wheel & Cruise Control		TILT STD. CRUIS	SE \$ 197.00
Gas Engine 450 CID: Add Alternate Engine		N/A	
FOB Dealership: (Deduct)		NONE	
FOB Other than Metro Charleston - Per Mile			\$2.27

Additional Information:



^{* 7-}wire harness w/relays & 7-4 pin connector ** springs for snowplow application, Alternator upgrade

^{****} price does not include D.O.H pkg. D.O.H pkg price is \$ 3742.17

CLASS 26 - VAN

12 Passenger Van, 135" Wheel Base

Includes but is not limited to: GMC Savanna, Dodge Sprinter, Chevy Express or equal.

Vendor Name: THORNHILL FORD LINCOLN Manufacturer / Brand	FORD		
Delivery	60-120 DAYS		
Model Name & Number	E-350 WAGON E3B		
wioder Name & Number	E-300 WAGON E3B		
Standard Equipment Requirements:		HP	TORQUE
Engine	MIN: 255 HP 350 TORQUE	255	350
Transmission	Automatic	255	330
Steering	Power		
Brakes	Power/ABS		
Radio	AM/FM		
Glass	All Tinted, Sides and Rear		
Mirrors	Left & Right Outside - 5" x 8" Minimum		
License Plate Mounts	Front & Rear		
Seating	12 Passenger		
Tires	Load Range E		
Spare Tire	Standard tire w/Jack		
Rubber Floor Covering	Installed		
Front and Rear Air Conditioning	Installed		
Front Air Bags	Installed		
Doors	Double Side & Rear		
Doors	Full Length Head Liner w/Insulation Side &		
Interior	Quarter Panel		
Rear Bumper	Installed	EPA	EPA
Total Bumper	moteriou	HGWY	CITY
Price Each Gasoline	\$21,819.92	110111	<u> </u>
Tho East Sassins	V21,010.02	15	11
		10	
Price Each Flex Fuel	\$21,819.92		
THO EAST TOX THO	VE1,010.02	11	9
			"
Price Each Diesel	N/A	N/A	N/A
Options:			•
AM/FM w/ CD Player		\$	252
Tilt Wheel & Cruise Control		TILT STD. CRUI	SE \$ 204.00
Keyless Entry		REQ. INT.UPGR	ADE. \$ 192.00
Power Windows / Power Locks/Power Mirrors		\$	422
Limited Slip Rear End		\$	230
Extended Length		\$	1,541
Sliding Side Door		\$	0
Slush/All Weather Mats (Driver & Passenger)		RUBBER FLOOR	₹
Slush/All Weather Mats (Second Row)		RUBBER FLOOR	3
Side Air Bags		STANDARD	
Exterior colors		\$	115
Delete Center Row Seats (Deduct)	-	\$	NC
Delete Third Row Seats (Deduct)	>	\$	NC
Rear Step Bumper		\$	145
15 Passenger Seating		INC W/ EXT LEN	
4 Wheel Drive	Water State of the Control of the Co	\$	N/A
Optional Size V8 Gas Engine			STD
Floor Carpet/Mats		INC INTERIOR U	
Backup Camera		\$	401
Backup Sensors		\$	239
FOB Other than Metro Charleston - Per Mile		\$ \$ \$	2.27

Additional Information:

Interior upgrade pke. \$ 971.00 inc the following: carpeting,upgraded seats,carpet mats,power doors and windows.

Thornhill F.2