



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

## Solicitation

NUMBER

MV14

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ALAN CUMMINGS  
304-558-2402

\*916083727 304-233-8000

JIM ROBINSON INC  
55 ROBINSON DR

TRIADELPHIA WV 26059

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

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DATE PRINTED

09/26/2013

BID OPENING DATE: 10/16/2013

BID OPENING TIME 1:30PM

| LINE                                                                                                                                                                                                                                             | QUANTITY    | UOP | CAT<br>NO. | ITEM NUMBER | UNIT PRICE        | AMOUNT |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----|------------|-------------|-------------------|--------|
| ADDENDUM NO. 05                                                                                                                                                                                                                                  |             |     |            |             |                   |        |
| ISSUED TO CORRECT THE PURCHASING BULLETIN EXCEL FILES ONLY, WHICH WERE UPLOADED INCORRECTLY. CD'S WHICH WERE MAILED TO VENDORS ARE CORRECT, THIS IS ONLY TO CORRECT THE FILES LOCATED ON THE PURCHASING BULLETIN WEBSITE, UNDER ADDENDUM NO. 02. |             |     |            |             |                   |        |
| BID OPENING DATE AND TIME REMAIN UNCHANGED AS 10/16/13 AT 1:30 P.M.                                                                                                                                                                              |             |     |            |             |                   |        |
| 0001                                                                                                                                                                                                                                             | 1           | LS  |            | 070-06      |                   |        |
|                                                                                                                                                                                                                                                  | AUTOMOBILES |     |            |             |                   |        |
| ***** THIS IS THE END OF RFQ                                                                                                                                                                                                                     |             |     |            |             | MV14 ***** TOTAL: |        |
| 10/16/13 10:52:15 AM<br>West Virginia Purchasing Division                                                                                                                                                                                        |             |     |            |             |                   |        |

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

# SOLICITATION NUMBER: MV14

## Addendum Number: 5

---

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

### Applicable Addendum Category:

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

### Description of Modification to Solicitation:

To correct the Purchasing Bulletin Excel files only, which were uploaded incorrectly. CD's mailed to vendors are correct.

**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.

## ATTACHMENT A

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: MV14**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Jim Robinson, Inc.

Company

[Signature]

Authorized Signature

10-16-2013

Date

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





State of West Virginia  
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ALL STATE AGENCIES  
AND POLITICAL SUBDIVISIONS  
VARIOUS LOCALES AS INDICATED  
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DATE PRINTED

09/24/2013

BID OPENING DATE: 10/16/2013

BID OPENING TIME 1:30PM

| LINE                                                                                                                                                           | QUANTITY    | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE        | AMOUNT |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----|----------|-------------|-------------------|--------|
| ADDENDUM NO. 04                                                                                                                                                |             |     |          |             |                   |        |
| ISSUED TO DISTRIBUTE VENDOR QUESTIONS AND AGENCY RESPONSES PER THE ATTACHED DOCUMENTATION. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 10/16/13 AT 1:30 P.M. |             |     |          |             |                   |        |
| 0001                                                                                                                                                           | 1           | LS  |          | 070-06      |                   |        |
|                                                                                                                                                                | AUTOMOBILES |     |          |             |                   |        |
| ***** THIS IS THE END OF RFQ                                                                                                                                   |             |     |          |             | MV14 ***** TOTAL: |        |

SIGNATURE

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

**SOLICITATION NUMBER: MV14****Addendum Number: 4**

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Issued to distribute vendor questions and agency responses as a result of the 09/18/13 question and answer period deadline. Bid opening date and time remain unchanged as 10/16/13 at 1:30 P.M.

**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.

**MV14 – Response to Vendor's Questions as a result of the revised 09/18/2013  
Question and Answer period deadline:**

**1. Vendor Question:**

"My question is could Class 11A be a mistake on 6 cylinder minimum Engine. All small trucks are mostly offered as 4 Cylinder engines. I can offer a regular cab 4WD model with 4 cylinder or a 6 cylinder extended cab but, this conflicts with another class. Please advise."

**Response:** Class 11A, which reads "Engine: 6 cylinder minimum" has been changed to read "Engine: 4 cylinder minimum."

**2. Vendor Question:**

"On the vehicles where an off road package is needed, some of the specifications (not all) require front and rear tow hooks. It is rare the we get both front and rear from the manufacturer and if we were to install an additional pair where they don't offer it, the user will likely damage the bumper or fascia of the vehicle if a chain is used on such a tow hook. I would suggest making the requirement for "tow hooks" and not specifying front and/or rear to allow some flexibility."

**Response:** Acknowledged, the tow chain holes on the requested trailer hitch receiver will satisfy the rear tow hook(s) requirement.

**3. Vendor Question:**

"MV14 classes 14C,14D,15C,15D,17B,17C,18C AND 18D ask for "front and rear tow hooks". I have consulted our parts department and Baker Equipment, neither one will install rear tow hooks. My question is will the tow chain holes on the requested trailer hitch receiver work in lieu of tow hooks. And/or can we supply a tow hook that fits in the trailer hitch receiver?"

**Response:** The tow chain holes on the requested trailer hitch receiver will satisfy the rear tow hook(s) requirement.

**4. Vendor Question:**

"Can you change the wheelbase to 98 inches" (referring to Class 1)?

**Response:**

See the revised pricing pages from Addendum No. 02.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: MV14**

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

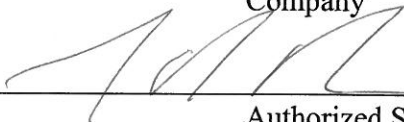
**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

|                                                    |                                          |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
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Tim Robinson, Inc.  
 Company  
 President  
 Authorized Signature  
10/16/2013  
 Date

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

Revised 6/8/2012



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

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DATE PRINTED

08/20/2013

BID OPENING DATE: 09/18/2013

BID OPENING TIME 1:30PM

| LINE                                                                                             | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--------------------------------------------------------------------------------------------------|----------|-----|----------|-------------|------------|--------|
| ADDENDUM NO. 01                                                                                  |          |     |          |             |            |        |
| ISSUED TO DISTRIBUTE PRE-BID SIGN-IN SHEETS, EXTEND QUESTION/ANSWER PERIOD AND BID OPENING DATE. |          |     |          |             |            |        |
| NEW QUESTION AND ANSWER PERIOD DEAD LINE IS: 08/28/13 5:00 P.M.                                  |          |     |          |             |            |        |
| NEW BID OPENING DATE AND TIME: 09/18/13 AT 1:30 P.M.                                             |          |     |          |             |            |        |
| 0001                                                                                             | 1        | LS  |          | 070-06      |            |        |
| AUTOMOBILES                                                                                      |          |     |          |             |            |        |
| ***** THIS IS THE END OF RFQ                                                                     |          |     |          |             |            |        |
| MV14 ***** TOTAL:                                                                                |          |     |          |             |            |        |

SIGNATURE

TELEPHONE

DATE

TITLE

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ADDRESS CHANGES TO BE NOTED ABOVE

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

**SOLICITATION NUMBER: MV14****Addendum Number: 1**

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

ISSUED TO DISTRIBUTE PRE-BID SIGN-IN SHEETS, EXTEND QUESTION/ANSWER PERIOD AND BID OPENING DATE.

NEW QUESTION AND ANSWER PERIOD DEAD LINE IS: 08/28/13  
5:00 P.M.

NEW BID OPENING DATE AND TIME: 09/18/13 AT 1:30 P.M.

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

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## ATTACHMENT A

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

MV14

Date:

8/15/2013 11:00

Project Description:

Motor Vehicles 2014 or latest model year

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO  
MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: WV DNR  
Firm Address: 324 4th Avenue  
South Charleston, WV  
25303  
Representative Attending: Charles Kennedy  
Phone Number: 304-558-3315  
Fax Number:  
Email Address: charles.e.kennedy@wv.gov

Firm Name: Stephens Auto Center  
Firm Address: PO Box 278  
Danville, WV 25053  
Representative Attending: Richard Stephens  
Phone Number: 304-369-2411  
Fax Number: 304-369-2490  
Email Address: rstephens@stephensauto.com

Firm Name: WV State Purchasing Division  
Firm Address: 2019 Washington St. East  
Charleston, WV 25305  
Representative Attending: Krista S Ferrell, Buyer Supervisor  
Phone Number: 304-558-2596  
Fax Number: 304-558-4115  
Email Address: krista.s.ferrell@wv.gov

Firm Name: Thornhill Group  
Firm Address: P.O. Box 1449  
Chapmanville, WV 25929  
Representative Attending: Paul Johnson  
Phone Number: 304-855-8300  
Fax Number: 304-855-8919  
Email Address: Paul.Johnson@thornhillautomotive.co

Firm Name: HURRICANE CHEVROLET  
Firm Address: 200 SATURN WAY  
HURRICANE ~~CITY~~ WV 25826  
304-562-3004  
Representative Attending: GEORGE RANDOLPH  
Phone Number: 304-562-3004  
Fax Number: 304-562-3105  
Email Address: OPERATIONS DIRECTOR @ HURRICANE  
CHEVROLET7.COM

Firm Name: Bob Robinson Inc.  
Firm Address: 155 ROBINSON DRIVE  
TRIADELPHIA WV 26059  
Representative Attending: BRIAN S. LONG  
Phone Number: 304-233-8000  
Fax Number: 304-233-3127  
Email Address: BSLONG811@LIVE.COM



PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

MV14

Date:

8/15/2013 11:00

Project Description:

Motor Vehicles 2014 or latest model year

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: JIM ROBINSON INC.  
Firm Address: 55 ROBINSON DRIVE  
TRIADDELPHIA WV 26059  
  
Representative Attending: DAVID THOMAS  
Phone Number: 304-233-8000  
Fax Number: 304-233-3127  
Email Address: BSLONG 811 @ LIVE.COM

Firm Name: JIM ROBINSON FORD-LINCOLN INC.  
Firm Address: 95 ROBINSON DRIVE  
TRIADDELPHIA WV 26059  
  
Representative Attending: HARRY L. LONG  
Phone Number: 304-233-8000  
Fax Number: 304-233-3127  
Email Address: BSLONG 811 @ LIVE.COM

Firm Name: Greenbrier Motor Co Inc  
Firm Address: 111 Seneca TRAIL  
LEWISBURG, WV 24901  
  
Representative Attending: TREY DRESSLER  
Phone Number: 304-645-1010  
Fax Number: 304-645-1287  
Email Address: greenbriercommercial@gmail.com

Firm Name: MATHENY MOTORS  
Firm Address: 3rd & ANN STS,  
PARKERSBURG WV 26101  
  
Representative Attending: STEVE SKINNER  
Phone Number: 304) 485-4418 EXT 648  
Fax Number: 304) 485-4422  
Email Address: sskinner@mathenyMotors.com

Firm Name: WHITESIDE OF KY CLAIRSVILLE  
Firm Address: 50714 NATIONAL RD  
ST. CLAIRSVILLE, OHIO 43080  
  
Representative Attending: Brian McCallister  
Phone Number: 800-610-0211  
Fax Number: 740-695-1756  
Email Address: Fleet@whitesides.com

Firm Name: MATHEM MOTOR TRUCK COMPANY  
Firm Address: P.O. BOX 1304  
PARKERSBURG WV 26102-1304  
  
Representative Attending: MIKE MATHEM  
Phone Number: 304-485-4418 X601  
Fax Number: 304-485-2577  
Email Address: mmatheny@mathenymotors.com

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: -

MV14

Date:

8/15/2013 11:00

Project Description:

Motor Vehicles 2014 or latest model year

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

|                           |                              |
|---------------------------|------------------------------|
| Firm Name:                | WVDOH - Equip. Div.          |
| Firm Address:             | PO Box 610<br>Buckhannon, WV |
| Representative Attending: | Marcia Lee                   |
| Phone Number:             | 304-473-5501                 |
| Fax Number:               | 473-4206                     |
| Email Address:            | Marcia.Lee@wv.gov            |

|                           |                                                                   |
|---------------------------|-------------------------------------------------------------------|
| Firm Name:                | WVDOH - DOH                                                       |
| Firm Address:             | 1900 Kanawha Blvd E<br>Bldg 5, Room A-220<br>Charleston, WV 25305 |
| Representative Attending: | Dusty Smith                                                       |
| Phone Number:             | 304-558-9398                                                      |
| Fax Number:               | 304-558-7844                                                      |
| Email Address:            | dusty.j.smith@wv.gov                                              |

|                           |                                   |
|---------------------------|-----------------------------------|
| Firm Name:                | WVDOH - Equip. Div.               |
| Firm Address:             | PO Box 610<br>Buckhannon WV 26201 |
| Representative Attending: | Sandi Peck                        |
| Phone Number:             | 304-473-5503                      |
| Fax Number:               | 304-473-4206                      |
| Email Address:            | sandra.k.peck@wv.gov              |

|                           |                                      |
|---------------------------|--------------------------------------|
| Firm Name:                | WVDEP                                |
| Firm Address:             | 601 57th St., S.E.<br>Chas. WV 25304 |
| Representative Attending: | Brent A. Kessinger                   |
| Phone Number:             | (304) 926-0499, x1067                |
| Fax Number:               | 304-926-0452                         |
| Email Address:            | Brent.A.Kessinger@wv.gov             |

|                           |                                                           |
|---------------------------|-----------------------------------------------------------|
| Firm Name:                | WVDOH / DOH                                               |
| Firm Address:             | 1900 Kanawha Blvd E<br>Bldg 5 Room A-220<br>Chas WV 25305 |
| Representative Attending: | Maria Catalano                                            |
| Phone Number:             | 304-558-9422                                              |
| Fax Number:               | 304-558-7844                                              |
| Email Address:            | Maria.a.Catalano@wv.gov                                   |

|                           |                                                                      |
|---------------------------|----------------------------------------------------------------------|
| Firm Name:                | WV Fleet Management Office                                           |
| Firm Address:             | 2101 Washington St E<br>Building 17 3rd Floor<br>Charleston WV 25305 |
| Representative Attending: | Mandy Parsons                                                        |
| Phone Number:             | 304-957-8208                                                         |
| Fax Number:               |                                                                      |
| Email Address:            | Mandy.F.Parsons@wv.gov                                               |

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

MV14

Date:

8/15/2013 11:00

Project Description:

Motor Vehicles 2014 or latest model year

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Firm Name: FMO  
Firm Address: 2101 Washington St Bld 17  
Charleston WV 25305  
Representative Attending: Kenny Yoakum  
Phone Number: 558-2106  
Fax Number: \_\_\_\_\_  
Email Address: Kenny.h.yoakum@wv.gov

Firm Name: \_\_\_\_\_  
Firm Address: \_\_\_\_\_  
Representative Attending: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Firm Address: \_\_\_\_\_  
Representative Attending: \_\_\_\_\_  
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Representative Attending: \_\_\_\_\_  
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(Check the box next to each addendum received)

- |                                                    |                                          |
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Tim Robinson, Inc.  
 Company  
[Signature] President  
 Authorized Signature  
10/16/2013  
 Date

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



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
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ALL STATE AGENCIES  
AND POLITICAL SUBDIVISIONS  
VARIOUS LOCALES AS INDICATED  
BY ORDER

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DATE PRINTED

09/04/2013

BID OPENING DATE: 09/25/2013

BID OPENING TIME 1:30PM

| LINE                                                                                                                                                                                                                                                                                                                                                                                               | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|----------|-------------|------------|--------|
| ADDENDUM NO. 02                                                                                                                                                                                                                                                                                                                                                                                    |          |     |          |             |            |        |
| CREATED TO REISSUE THE REQUEST FOR QUOTATION IN ITS ENTIRETY. THE TERMS & CONDITIONS, SPECIFICATIONS, AND PRICING PAGES HAVE BEEN MODIFIED AND ARE ATTACHED HERETO. ALSO INCLUDED ARE THE VENDOR QUESTIONS/ CORRESPONDING RESPONSES AND CD WHICH CONTAINS THE EXCEL VERSION OF THE PRICING PAGES. THE EXCEL FILE PRICING PAGES, FOUND ON THE CD, ARE ALSO PUBLISHED IN THE WV PURCHASING BULLETIN. |          |     |          |             |            |        |
| THE QUESTION AND ANSWER DEADLINE HAS BEEN REOPENED AND AND WILL EXPIRE 09/18/2013 AT 5:00 P.M.                                                                                                                                                                                                                                                                                                     |          |     |          |             |            |        |
| THE BID OPENING DATE HAS CHANGED FROM: 09/18/2013 AT 1:30 P.M. TO 09/25/2013 AT 1:30 P.M.                                                                                                                                                                                                                                                                                                          |          |     |          |             |            |        |
| 0001                                                                                                                                                                                                                                                                                                                                                                                               | 1        | LS  | 070-06   |             |            |        |
| AUTOMOBILES                                                                                                                                                                                                                                                                                                                                                                                        |          |     |          |             |            |        |
| ***** THIS IS THE END OF RFQ                                                                                                                                                                                                                                                                                                                                                                       |          |     |          |             |            |        |
| MV14 ***** TOTAL:                                                                                                                                                                                                                                                                                                                                                                                  |          |     |          |             |            |        |

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

**SOLICITATION NUMBER: MV14**  
**Addendum Number: 2**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Created to reissue the Request for Quotation in its entirety. The terms & conditions, specifications, and pricing pages have been modified and are attached hereto. Also included are the vendor questions/corresponding responses and CD which contains the Excel version of the pricing pages. The Excel file pricing pages, found on the CD, are also published in the WV Purchasing Bulletin.

The question and answer deadline has been reopened and will expire 09/18/2013 at 5:00 P.M.

The bid opening date has changed from: 09/18/2013 at 1:30 P.M. to 09/25/2013 at 1:30 P.M.

**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.

## ATTACHMENT A



## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

State Capitol Complex  
 WV Purchasing Division  
 2019 Washington Street, East  
 Charleston, WV 25305

08/15/2013 - 11:00 A.M.

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: 09/18/2013

Submit Questions to:

Alan Cummings

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Alan.W.Cummings@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 n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:    ☐ Technical  
                  ☐ Cost

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

**Bid Opening Date and Time:**

09/25/2013 - 1:30 P.M.

**Bid Opening Location:**

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

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

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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 from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- ☒ **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.

- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.
- In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☐ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

☐ **Commercial General Liability Insurance:**  
 or more.

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

☐

☐

☐

☐

☐



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.

|                          |  |
|--------------------------|--|
| <input type="checkbox"/> |  |
| <input type="checkbox"/> |  |
| <input type="checkbox"/> |  |
| <input type="checkbox"/> |  |

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

|     |     |     |
|-----|-----|-----|
| n/a | for | n/a |
|     |     |     |

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, WOMEN-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, women-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. [RESERVED]**

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

**40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

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

**41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**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](mailto: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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**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.



**CERTIFICATION AND SIGNATURE PAGE**

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

Jim Robinson, Inc.  
(Company)  
 President  
(Authorized Signature)  
Brian S. Long Fleet Sales  
(Representative Name, Title)  
304-233-8000 304-233-3127  
(Phone Number) (Fax Number)  
10/16/2013  
(Date)

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of all state agencies and political subdivisions to establish an open-end contract for 2014, or latest model year, motor vehicles.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“CNG/ Bi-fuel motor vehicle”** means a motor vehicle that is capable of operating on either an alternative - Certified Natural Gas or conventional fuel based on driver selection.
  - 2.2 **“Contract Item” or “Contract Items”** means the list of vehicles identified by class and fuel type in the price pages and includes any mandatory requirements associated therein.
  - 2.3 **“EPA”** means Environmental Protection Agency.
  - 2.4 **“EPA City MPG Rating”** means the Environmental Protection Agency’s official Mile Per Gallon evaluation of a vehicles’ city fuel economy for a given fuel type. Vendors must use the *2014 Fuel Economy Guide*, for vehicle specific ratings which can be found at <http://www.fueleconomy.gov/feg/printGuides.shtml>
  - 2.5 **“EPA Highway MPG Rating”** means the Environmental Protection Agency’s official Mile Per Gallon evaluation of a vehicles’ highway fuel economy for a given fuel type. Vendors must use the *2014 Fuel Economy Guide*, for vehicle specific ratings which can be found at <http://www.fueleconomy.gov/feg/printGuides.shtml>
  - 2.6 **“E85”** means an alternative fuel that is a high-level gasoline-ethanol blend containing 51% to 83% ethanol, depending on geography and season.
  - 2.7 **“Flexible fuel motor vehicle”** means a vehicle that is capable of operating on a combination of alternative and conventional fuels concurrently.
  - 2.8 **“Gross Vehicle Weight Rating (GVWR)”** means the maximum loaded weight (including curb weight, operator & passenger weight, and payload) in pounds (lbs.) of a single vehicle. Vehicle manufacturers specify the maximum GVWR on the vehicle certification label.
  - 2.9 **“Hybrid”** means Hybrid-electric vehicle which uses a combination of a gasoline engine and electric motor(s).

- 2.10 **"Manufacturer/Brand"** means the name of the maker of the contract item which will be supplied by the vendor.
- 2.11 **"MPG"** means miles per gallon rating of a vehicles' fuel economy for a given fuel type as defined by the Environment Protection Agency in the *2014 Fuel Economy Guide*, for vehicle specific ratings which can be found at <http://www.fueleconomy.gov/feg/printGuides.shtml>.
- 2.12 **"Model & Number"** means the model name and model number associated with the contract item as defined by the manufacturer.
- 2.13 **"OEM"** means Original Equipment Manufacturer.
- 2.14 **"Powertrain"** means the group of components used to transmit engine power to the wheels. The powertrain includes the engine, clutch, transmission, universal joints, drive shaft, and rear-axle gears.
- 2.15 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
- 2.16 **"QVM"** means Qualified Vehicle Modifier.
- 2.17 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as MV14.
- 2.18 **"Total life-cycle cost"** means the complete cycle of a motor vehicle, from initial acquisition, through operation using the formula provided below for anticipated mileage.
- 2.19 **"Vehicle class"** means the designation of motor vehicle types that include sedans, sport utility vehicles, and trucks, or different categories of vehicles according to requirements specified herein.
- 2.20 **"Vendor Name"** means the company name of the vendor who will be supplying the contract item(s) to the State of West Virginia.
- 2.21 **"Warranty"** means the written guarantee issued with new motor vehicles or related equipment. It defines the manufacturer's responsibility for the repair or replacement of defective parts and other services provided as part of the purchase price. A warranty can be nullified if the user does not follow certain stipulations of the manufacturer, such as preventive maintenance.

2.22 "Wheelbase" means the distance from the centerline of the front axle to the centerline of the rear axle.

**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below and as shown on the pricing pages.

**3.1.1 Vehicle Class 1 thru Vehicle Class 18A**

**3.1.1.1 Standard Equipment Requirements -** The following are mandatory as related to the standard equipment requirements of each vehicle class. Each vehicle class must contain the following unless otherwise noted:

- A. Automatic Transmission
- B. Power Steering
- C. Power/ABS Brakes
- D. AM/FM Radio installed
- E. Manufacturer's Standard Tint Glass
- F. Exterior power, left and right mirrors
- G. License plate mounts located on the front and rear bumpers. Prior to delivery, all vehicles must be pre-drilled, with hardware installed, to meet specifications that require both front and rear license plates. Any vehicle delivered without such plate mounts will be rejected.
- H. All season tires
- I. Manufacturer's standard spare tire with jack
- J. Installed rear window defogger for all vehicles except trucks and cargo vans

- K. Front bucket seats for all vehicles except trucks
- L. Installed Air conditioning
- M. Installed floor mats, except where vinyl floor covering is present.
- N. Installed front driver and passenger air bags
- O. Installed power windows and locks on all doors except for Vans where power windows and locks on all doors are not available as an option from the manufacturer. Van vendors will provide power windows and locks where applicable.
- P. Installed tilt wheel and cruise control
- Q. Installed keyless entry
- R. Installed "Fleetside" bed for Trucks.

**3.1.1.2 Unspecified Accessories & Features:** All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included. Vehicles must have all equipment found on the manufacturer's base model plus other equipment requirements, packages, items, etc. needed to meet the specifications for each order vehicle class placed against the contract.

**3.1.1.3 Fuel type:** All vehicles shall be gasoline powered unless otherwise stated. Flexfuel (E85), Diesel, CNG/Bifuel, Hybrid should also be quoted if available.

- A. All alternative vehicles must have the capacity to go a minimum of 150 miles.
- B. All natural gas devices must be OEM or QVM Certified and EPA approved.

**3.1.1.4 Pre-delivery inspection:** Prior to delivery, all vehicles must be thoroughly inspected and serviced in compliance with the manufacturer's proscribed procedures which includes but is not limited to:

- A. Complete vehicle lubrication;
- B. Confirm oil level, fill crank case as needed, top off all fluids;
- C. Adjust engine to proper operating condition;
- D. Verify tire pressure and corrected as necessary;
- E. Check front end alignment or four wheel alignment if applicable, perform alignment if needed, and balance all tires;
- F. Wash/Clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, tags etc.;
- G. Include a minimum of one owner's manual;
- H. Upon delivery, the vehicles fuel tanks shall be full of fuel;
- I. Include temporary license if required;
- J. Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered;
- K. No dealer insignia or other advertising shall be affixed to the vehicle or appear on any accessory such as mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising will be rejected;



L. Perform operational checks which will cover all controls, systems, and devices, doors, windows, accessories, and road testing of the completed vehicle. Vehicle shall be driven at various speeds; brakes tested for dependability, vehicle checked for rattles, squeaks and must be in compliance with pre-delivery inspection/servicing procedures and make adjustments as necessary.

**3.1.1.5 Workmanship:** Vehicles shall be free from defects that may impair their operation, safety, emissions, and serviceability, or detract from appearance.

**3.1.1.6 Operator's Manuals:** The manufacturer shall furnish with the vehicle at least one copy of all warranty information and handbooks for the vehicle and any special equipment furnished with, or as a part of, the vehicle. This information shall be in hard copy form. The handbooks shall include as a minimum the vehicles operator's manual, vehicle maintenance handbook, and special equipment handbook.

**3.1.1.7 Statement of Origin or Bill of Sale:** Unless otherwise specified, manufacturer's Statement of Origin or Bill of Sale showing the applicable purchase order number for each vehicle procured shall be provided. The document shall be forwarded to the agency's address shown on the equipment contract order prior to shipment. Vehicle safety/emission tests are the responsibility of the requisition agency.

A. All vehicle identification numbers (VIN) must be supplied to the Fleet Management Office by email, referencing the purchase order, release order, or other procurement acquisition, or leasing agreement number, the year, make, model, and color of each vehicle to the following email address: [fleet@wv.gov](mailto:fleet@wv.gov). This information must be received within ten (10) working days prior to the delivery of each vehicle.

B. Upon delivery of the vehicle, All documentation (Title Application, Statement of Origin,

Delivery/Odometer Statement, Lease Agreement, etc.)  
in original form must be mailed or hand carried to:

Department of Administration  
Fleet Management Office  
Capitol Complex, Bldg 17  
2101 Washington Street, East  
P.O. Box 50121  
Charleston, WV 25305-0121

**3.1.1.8 Warranty** - the following are mandatory requirements as related to the warranty:

- A. Basic Comprehensive Warranty Coverage - The vendor shall provide the vehicle manufacturer's basic whole vehicle warranty. The minimum length of warranty shall be 3 years/36,000 miles and shall cover the entire vehicle (bumper to bumper).
- B. Basic Corrosion and Powertrain Warranty Coverage - the vendor shall provide the manufacturers' standard Basic Corrosion and Powertrain Warranty.
- C. The warranty shall include furnishing, without cost to the agency, (FOB vendors' nearest dealer or branch to vehicle's location), of new parts and assemblies to replace any that failed or malfunctioned within the warranty period. The State may elect to have the corrective work performed at the vendor's location, branch, or dealership, or a manufacturer's factory authorized repair facility, or upon the vendor's approval, at a commercial or Government repair facility. The cost of labor involved in the replacement of the failed or malfunctioned part(s) or assemblies shall be borne by the vendor.
- D. Warranty Extensions - If the vendor receives from any supplier, manufacturer, or subcontractor additional warranty coverage on the whole or any component of the vehicle, in the form of time and/or mileage including any pro rata arrangements, or the vendor generally extends to its commercial customers a greater or extended warranty coverage, the agency shall receive corresponding warranty benefits.

**3.1.1.9 Product Conformance:** The products provided shall meet the salient characteristics of this specification, conform to the manufacturer's own drawings, specifications, standards, and quality assurance practices, and be the same product offered for sale in the commercial market.

#### **4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the vendors that provide the Contract Items meeting the required specifications for the lowest total life cycle cost or lowest unit price depending on class per fuel type vehicle class as shown on the Pricing Pages. Moreover, any vehicle below 8500 GVWR will be awarded based on total life cycle cost, while any vehicle above 8500 GVWR will be awarded based on lowest unit price. Additionally, vehicle class 9, 9A, 9B, 9C, 9D, 9E, 9F and 10 will be awarded based on lowest unit price. Each vehicle fuel type (Gasoline, Flex-fuel, Diesel, CNG/Bifuel, and Hybrid) contained in a given class, represents an opportunity for a separate bid response. Each of these vehicle fuel types shall be evaluated independently and awarded to the lowest responsible bidder meeting the specifications of the given vehicle fuel type in that vehicle class.
- 4.2 Life of Contract:** This contract shall become effective upon award and extends for 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 year vehicles at the price quoted, or until contracts are issued for the next model year.
- 4.3 Pricing Pages:** Vendor should complete the Pricing Pages by responding to the information requested in the "Vendor Name", "Manufacturer/Brand", "Model & Number", "EPA HIGHWAY MPG Rating", "EPA CITY MPG Rating" and "Unit Price" fields for each vehicle class. Utilizing the provided excel files will self-tabulate the "Total Life Cycle Cost" fields.

**Vendor Bid Response Section:** The vendor shall use the EPA mileage ratings from the 2014 Fuel Economy Guide for Highway and City MPG ratings for each vehicle class. If the vehicle is not present in the 2014 Fuel Economy Guide, vendors must utilize the EPA Mileage rating provided by the manufacturer for 2014 model vehicles. Vendors should submit documentation from the manufacturer, with their bid response, for the vehicle EPA mileage ratings not present in the 2014 Fuel Economy Guide.

Inclusion of this documentation, with the bid, will expedite the evaluation process.

Any vehicle class that contains a vehicle evaluated on the basis of the EPA Mileage rating provided by the manufacturer will be re-evaluated when then vendors notify the Purchasing Division that the vehicle's EPA Mileage rating is now available on the 2014 Fuel Economy Guide. The notification requirement in the preceding paragraph applies to all vendors in a given class, not just to the vendor providing the vehicle with EPA Mileage from the manufacturer.

The re-evaluation will utilize the EPA mileage ratings from the 2014 Fuel Economy Guide in place of the EPA Mileage rating from the manufacturer. In the event that the two EPA mileage ratings differ, the re-evaluation may result in cancellation of the existing award and re-award of a vehicle class to another vendor. Orders placed with an awarded vendor prior to a contract re-award will remain valid. Once a re-award is made and officially becomes effective, all new orders for that vehicle class will be placed with the re-awarded vendor.

**4.3.1 "Vehicle Fuel Type" segment:**

- A. Vendors bidding vehicle fuel type "Gasoline" shall use the MPG ratings for gasoline.
- B. Vendors bidding vehicle fuel type "Flex-fuel" shall use the MPG ratings for E85.
- C. Vendors bidding vehicle fuel type "Diesel" shall use the MPG ratings for diesel.
- D. Vendors bidding vehicle fuel type "CNG/Bifuel" shall use the MPG ratings for gasoline.
- E. Vendors bidding vehicle fuel type "Hybrid" shall use the MPG ratings for gasoline.

**4.3.2 "EPA HIGHWAY MPG Rating" & "EPA CITY MPG Rating" segments:** The EPA mileage ratings for Highway and City MPG are supplied by the US Environmental Protection Agency at the following website: <http://www.fueleconomy.gov/feg/printGuides.shtml> Vendor shall provide each corresponding EPA MPG rating in the cell provided.

**4.3.3 "Unit Price" segment:** The Unit Price is the base vehicle price including standard equipment requirements, vehicle requirements and any additional requirements for the given vehicle class.

#### 4.3.4 "Total Life Cycle Cost" segment:

The Total Life Cycle Cost is tabulated using the following formula for all fuel types *except* diesel:

$$\left( \left[ \frac{75,000}{\text{EPA Highway MPG Rating}} + \frac{25,000}{\text{EPA City MPG Rating}} \right] \times 3.75 \right) + \text{Unit Price}$$

The above formula is derived from an estimated vehicle life of 100,000 miles; where an estimated 75,000 miles will be highway use and an estimated 25,000 miles will be city use. The combined averages of the two MPG ratings are then multiplied by an estimated gasoline price of \$3.75 per gallon.

The Total Life Cycle Cost tabulation formula for diesel is as follows:

$$\left( \left[ \frac{75,000}{\text{EPA Highway MPG Rating}} + \frac{25,000}{\text{EPA City MPG Rating}} \right] \times 4.05 \right) + \text{Unit Price}$$

The above formula is derived from an estimated vehicle life of 100,000 miles; where an estimated 75,000 miles will be highway use and an estimated 25,000 miles will be city use. The combined averages of the two MPG ratings are then multiplied by an estimated diesel price of \$4.05 per gallon.

For example, if a gasoline vehicle were to have an EPA MPG rating of 22 MPG Highway and 18 MPG City with a Unit Price of \$22,000.00, the Total Life Cycle cost would equal \$39,992.42. (First find the product of 75,000 miles divided by the EPA Highway MPG Rating, and then find the product of 25,000 miles divided by the EPA City MPG Rating. Next, add the two products together and multiply by the fuel type cost of 3.75 per gallon (for gasoline). Lastly add the product of the preceding calculation to the Unit Price of the vehicle being bid.)

#### 4.3.5 "Options"

Mileage charges for delivery should be listed under the "Options" section of each vehicle class pricing page. FOB Dealership (Deduct) and FOB Other than Metro Charleston refers the delivery charges, that, at time of order, the vendor will add to or deduct from their final bid amount for each vehicle class awarded. If no response is received in either the FOB Dealership (deduct) or FOB Other than Metro Charleston fields, it will be assumed the vendor will not be charging delivery. These options will not be evaluated as part of the award.

**General:** Vendors should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [Alan.W.Cummings@WV.Gov](mailto:Alan.W.Cummings@WV.Gov).

## **5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, or any other written forms of communication.

**5.2 Agency Ordering Procedure:** WV State Agencies shall issue a purchase requisition (form number WV-35). The original copy of the WV-35 and the following corresponding forms: MV14 Order form DOA-FM-005 (vehicle replacement) or DOA-FM-009 (fleet increase), FIMS Purchase Order Cover Sheet, and FIMS Fixed Assets Retirement Cover Sheet (if applicable) shall be submitted to the Department of Administration Fleet Management Office for approval then forwarded to the Purchasing Division for process.

Moreover, the WV-35 must be thoroughly completed and must contain the following: the contract number from which the vehicle is being procured, team codes (if applicable), and must be properly signed by all appropriate parties. Additionally, emergency orders must clearly be stated on the WV-35.

Failure to meet the above requirements will result in the requisition being returned to the issuing agency for correction.

**5.3 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Vehicles may be purchased from this contract by any West Virginia State agency. 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) arranges third-party financing.

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 business days from delivery of vehicle and corresponding invoice. Actual time required to process payment may vary.



**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 120 working days after orders are received. Vendor shall deliver emergency orders within 60 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

Standard order delivery shall be F.O.B. destination to West Virginia Surplus Property located at 2700 Charles Avenue Dunbar, WV 26064 or to agencies located in the Charleston Metro Area only.

For deliveries made to West Virginia Surplus Property; the vendor must receive prior approval from Surplus Property to deliver vehicles. The delivery request must be made at least five (5) working days in advance. Surplus Property will accept a maximum amount of twenty (20) vehicles per day and no deliveries will be accepted after 3:30 P.M. The Surplus Property Vehicle Coordinator can be contacted at 304-766-2626.

For deliveries not made to West Virginia Surplus Property; all vehicles must be delivered to the "ship to" section indicated on the purchase requisition form wv-35. Vendors must contact the Fleet Management Office at 1-855-817-1910 prior to delivery.

The following State Agencies require twenty-four (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           |

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice. Additionally, vendor may add a supplementary per mile charge for delivery to locations other than West



Virginia Surplus Property and should provide this information in the "Options" section of each vehicle class pricing page.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**7. MISCELLANEOUS:**

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Reports:** Vendor shall provide annual summaries to the WV Purchasing Division showing West Virginia State Agencies and Political Sub-division use which will include: items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: BRIAN S. LONG  
Telephone Number: 304-233-8000  
Fax Number: 304-233-3127  
Email Address: BSLONG811@LIVE.COM

CLASS 1-AUTOMOBILE

Vendor Name: JIM ROBINSON, INC  
 Manufacturer/Brand: TOYOTA  
 Model Name & Number: PRIUS C-1203

**Vehicle Requirements:**

Classification: Sub Compact Car  
 Drive: Front Wheel  
 Passenger seating: 4 (including driver)  
 Doors: 4, minimum  
 Wheelbase: 98 in., minimum  
 GVWR: 3,300 lbs min  
 3,700 lbs max  
 Engine: 4 cylinder minimum

**Additional Requirements:**

The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specification.

| Vendor Bid Response: |                        |                     |             |                       |
|----------------------|------------------------|---------------------|-------------|-----------------------|
| Vehicle fuel type    | EPA HIGHWAY MPG Rating | EPA CITY MPG Rating | Unit Price  | Total Life Cycle Cost |
| Gasoline             |                        |                     |             |                       |
| Flex-fuel            |                        |                     |             |                       |
| Diesel               |                        |                     |             |                       |
| CNG/Bifuel           |                        |                     |             |                       |
| Hybrid               | 46                     | 53                  | \$21,166.00 | \$29,049.00           |

**Options:**

FOB Dealership: (Deduct) \$ 10.00  
 FOB Other than Metro Charleston - Per Mile \$ 2.00

\*Note - The above delivery "options" above are not evaluated as part of the award.

CLASS 2-AUTOMOBILE

Vendor Name: JIM ROBINSON, INC.  
 Manufacturer/Brand: TOYOTA  
 Model Name & Number: PRIUS V-1243

**Vehicle Requirements:**

Classification: Compact Sedan  
 Drive: Front Wheel  
 Passenger seating: 5 (including driver)  
 Doors: 4, minimum  
 Wheelbase: 104 in., minimum  
 GVWR: 3,800 lbs. min  
           4,000 lbs. max  
 Engine: 4 cylinder minimum

**Additional Requirements:**

The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specification.

| Vendor Bid Response: |                        |                     |             |                       |
|----------------------|------------------------|---------------------|-------------|-----------------------|
| Vehicle fuel type    | EPA HIGHWAY MPG Rating | EPA CITY MPG Rating | Unit Price  | Total Life Cycle Cost |
| Gasoline             |                        |                     |             |                       |
| Flex-fuel            |                        |                     |             |                       |
| Diesel               |                        |                     |             |                       |
| CNG/Bifuel           |                        |                     |             |                       |
| Hybrid               | 40                     | 44                  | \$27,208.00 | \$36,369.93           |

**Options:**

FOB Dealership: (Deduct) \$ 10.00  
 FOB Other than Metro Charleston - Per Mile \$ 2.00

\*Note - The above delivery "options" above are not evaluated as part of the award.

CLASS 3-AUTOMOBILE

Vendor Name: JIM ROBINSON, INC.  
 Manufacturer/Brand: TOYOTA  
 Model Name & Number: CAMRY HYBRID-2559

**Vehicle Requirements:**

Classification: Mid Size Sedan  
 Drive: Front Wheel  
 Passenger seating: 5 (including driver)  
 Doors: 4, minimum  
 Wheelbase: 108 in., minimum  
 GVWR: 4,400 lbs. min  
4,650 lbs. max  
 Engine: 4 cylinder minimum

**Additional Requirements:**

The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specification.

| Vendor Bid Response: |                        |                     |             |                       |
|----------------------|------------------------|---------------------|-------------|-----------------------|
| Vehicle fuel type    | EPA HIGHWAY MPG Rating | EPA CITY MPG Rating | Unit Price  | Total Life Cycle Cost |
| Gasoline             |                        |                     |             |                       |
| Flex-fuel            |                        |                     |             |                       |
| Diesel               |                        |                     |             |                       |
| CNG/Bifuel           |                        |                     |             |                       |
| Hybrid               | 39                     | 43                  | \$26,308.00 | \$35,699.77           |

**Options:**

FOB Dealership: (Deduct) \$ 10.00  
 FOB Other than Metro Charleston - Per Mile \$ 2.00

\*Note - The above delivery "options" above are not evaluated as part of the award.

CLASS 5B - AUTOMOBILE - (Department of Environmental Protection Specifications)

|                      |                           |
|----------------------|---------------------------|
| Vendor Name:         | <u>JIM ROBINSON, INC.</u> |
| Manufacturer/Brand:  | <u>TOYOTA</u>             |
| Model Name & Number: | <u>FJ CRUISER-4704</u>    |

**Vehicle Requirements:**

|                         |                                                                                                                                                                                                                     |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Classification:         | <u>Compact Utility</u>                                                                                                                                                                                              |
| Drive:                  | <u>4 Wheel/All Wheel with High &amp; Low Range</u>                                                                                                                                                                  |
| Passenger seating:      | <u>5 (including driver)</u>                                                                                                                                                                                         |
| Doors:                  | <u>4, minimum</u>                                                                                                                                                                                                   |
| Wheelbase:              | <u>102 in., minimum</u>                                                                                                                                                                                             |
| GVWR:                   | <u>4350 lbs. min, 5600 lbs. max.</u>                                                                                                                                                                                |
| Engine:                 | <u>4 cylinder minimum</u>                                                                                                                                                                                           |
| Off Road Package:       | <u>Includes but not limited to: Limited Slip rear, axle tack lok differential, heavy duty engine cooling, skid plates, heavy duty suspension with gas shocks, front &amp; rear tow hooks and all terrain tires.</u> |
| Tow Package:            | <u>Installed Hitch &amp; Wiring</u>                                                                                                                                                                                 |
| Slush/All-Weather Mats: | <u>Installed: Driver, Passenger, Cargo Areas</u>                                                                                                                                                                    |

The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specification.

| Vendor Bid Response: |                        |                     |             |                       |
|----------------------|------------------------|---------------------|-------------|-----------------------|
| Vehicle fuel type    | EPA HIGHWAY MPG Rating | EPA CITY MPG Rating | Unit Price  | Total Life Cycle Cost |
| Gasoline             | 20                     | 17                  | \$32,796.00 | \$52,373.21           |
| Flex-fuel            |                        |                     |             |                       |
| Diesel               |                        |                     |             |                       |
| CNG/Bifuel           |                        |                     |             |                       |
| Hybrid               |                        |                     |             |                       |

**Options:**

|                                            |          |
|--------------------------------------------|----------|
| FOB Dealership: (Deduct)                   | \$ 10.00 |
| FOB Other than Metro Charleston - Per Mile | \$ 2.00  |

\*Note - The above delivery "options" above are not evaluated as part of the award.

CLASS 5B - AUTOMOBILE - (Department of Environmental Protection Specifications)

|                      |                           |
|----------------------|---------------------------|
| Vendor Name:         | <u>JIM ROBINSON, INC.</u> |
| Manufacturer/Brand:  | <u>TOYOTA</u>             |
| Model Name & Number: | <u>4 RUNNER 4WD-8664</u>  |

**Vehicle Requirements:**

|                         |                                                                                                                                                                                                                                                         |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Classification:         | <u>Compact Utility</u>                                                                                                                                                                                                                                  |
| Drive:                  | <u>4 Wheel/All Wheel with<br/>High &amp; Low Range</u>                                                                                                                                                                                                  |
| Passenger seating:      | <u>5 (including driver)</u>                                                                                                                                                                                                                             |
| Doors:                  | <u>4, minimum</u>                                                                                                                                                                                                                                       |
| Wheelbase:              | <u>102 in., minimum</u>                                                                                                                                                                                                                                 |
| GVWR:                   | <u>4350 lbs. min,<br/>5600 lbs. max.</u>                                                                                                                                                                                                                |
| Engine:                 | <u>4 cylinder minimum</u>                                                                                                                                                                                                                               |
| Off Road Package:       | <u>Includes but not limited<br/>to: Limited Slip rear,<br/>axle tack lok<br/>differential, heavy duty<br/>engine cooling, skid<br/>plates, heavy duty<br/>suspension with gas<br/>shocks, front &amp; rear tow<br/>hooks and all terrain<br/>tires.</u> |
| Tow Package:            | <u>Installed Hitch &amp; Wiring</u>                                                                                                                                                                                                                     |
| Slush/All-Weather Mats: | <u>Installed: Driver,<br/>Passenger, Cargo Areas</u>                                                                                                                                                                                                    |

The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specification.

| Vendor Bid Response: |                           |                        |             |                       |
|----------------------|---------------------------|------------------------|-------------|-----------------------|
| Vehicle fuel type    | EPA HIGHWAY MPG<br>Rating | EPA CITY MPG<br>Rating | Unit Price  | Total Life Cycle Cost |
| Gasoline             | 21                        | 17                     | \$34,795.00 | \$53,702.56           |
| Flex-fuel            |                           |                        |             |                       |
| Diesel               |                           |                        |             |                       |
| CNG/Bifuel           |                           |                        |             |                       |
| Hybrid               |                           |                        |             |                       |

**Options:**

|                                            |          |
|--------------------------------------------|----------|
| FOB Dealership: (Deduct)                   | \$ 10.00 |
| FOB Other than Metro Charleston - Per Mile | \$ 2.00  |

\*Note - The above delivery "options" above are not evaluated as part of the award.

# CLASS 8 - AUTOMOBILE

Vendor Name: JIM ROBINSON, INC.  
 Manufacturer/Brand: TOYOTA  
 Model Name & Number: SIENNA-5328

## Vehicle Requirements:

|                    |                                    |
|--------------------|------------------------------------|
| Classification:    | Mini Van                           |
| Drive:             | Front Wheel or Rear Wheel          |
| Passenger seating: | 7 minimum (including driver)       |
| Doors:             | 5, minimum                         |
| Wheelbase:         | 121 in., minimum                   |
| GVWR:              | 4,900 lbs. min,<br>6,100 lbs. max. |
| Engine:            | 6 cylinder minimum                 |

## Additional Requirements:

The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specification.

| Vendor Bid Response: |                        |                     |             |                       |
|----------------------|------------------------|---------------------|-------------|-----------------------|
| Vehicle fuel type    | EPA HIGHWAY MPG Rating | EPA CITY MPG Rating | Unit Price  | Total Life Cycle Cost |
| Gasoline             | 25                     | 18                  | \$27,315.00 | \$43,773.33           |
| Flex-fuel            |                        |                     |             |                       |
| Diesel               |                        |                     |             |                       |
| CNG/Bifuel           |                        |                     |             |                       |
| Hybrid               |                        |                     |             |                       |

## Options:

|                                            |          |
|--------------------------------------------|----------|
| FOB Dealership: (Deduct)                   | \$ 10.00 |
| FOB Other than Metro Charleston - Per Mile | \$ 2.00  |

\*Note - The above delivery "options" above are not evaluated as part of the award.



CLASS 12 - AUTOMOBILE

Vendor Name: JIM ROBINSON, INC.  
 Manufacturer/Brand: TOYOTA  
 Model Name & Number: TACOMA ACCESS CAB-7114

**Vehicle Requirements:**

|                    |                                    |
|--------------------|------------------------------------|
| Classification:    | Small Pick Up Extended Cab         |
| Drive:             | Rear Wheel                         |
| Passenger seating: | 4 minimum (including driver)       |
| Doors:             | 4, minimum                         |
| Wheelbase:         | 125 in., minimum                   |
| GVWR:              | 4,600 lbs. min,<br>5,289 lbs. max. |
| Engine:            | 4 cylinder minimum                 |

**Additional Requirements:**

The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specification.

| <b>Vendor Bid Response:</b> |                        |                     |             |                       |
|-----------------------------|------------------------|---------------------|-------------|-----------------------|
| Vehicle fuel type           | EPA HIGHWAY MPG Rating | EPA CITY MPG Rating | Unit Price  | Total Life Cycle Cost |
| Gasoline                    | 24                     | 19                  | \$23,153.00 | \$39,805.96           |
| Flex-fuel                   |                        |                     |             |                       |
| Diesel                      |                        |                     |             |                       |
| CNG/Bifuel                  |                        |                     |             |                       |
| Hybrid                      |                        |                     |             |                       |

**Options:**

|                                            |          |
|--------------------------------------------|----------|
| FOB Dealership: (Deduct)                   | \$ 10.00 |
| FOB Other than Metro Charleston - Per Mile | \$ 2.00  |

\*Note - The above delivery "options" above are not evaluated as part of the award.

CLASS 12A - AUTOMOBILE

|                      |                               |
|----------------------|-------------------------------|
| Vendor Name:         | <u>JIM ROBINSON, INC.</u>     |
| Manufacturer/Brand:  | <u>TOYOTA</u>                 |
| Model Name & Number: | <u>TACOMA ACCESS CAB-7514</u> |

**Vehicle Requirements:**

|                    |                                    |
|--------------------|------------------------------------|
| Classification:    | Small Pick Up Extended Cab         |
| Drive:             | 4 Wheel                            |
| Passenger seating: | 4 minimum (including driver)       |
| Doors:             | 4, minimum                         |
| Wheelbase:         | 125 in., minimum                   |
| GVWR:              | 5,290 lbs. min,<br>5,700 lbs. max. |
| Engine:            | 4 cylinder minimum                 |

**Additional Requirements:**

The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specification.

| <b>Vendor Bid Response:</b> |                        |                     |             |                       |
|-----------------------------|------------------------|---------------------|-------------|-----------------------|
| Vehicle fuel type           | EPA HIGHWAY MPG Rating | EPA CITY MPG Rating | Unit Price  | Total Life Cycle Cost |
| Gasoline                    | 21                     | 16                  | \$28,878.00 | \$48,130.23           |
| Flex-fuel                   |                        |                     |             |                       |
| Diesel                      |                        |                     |             |                       |
| CNG/Bifuel                  |                        |                     |             |                       |
| Hybrid                      |                        |                     |             |                       |

**Options:**

|                                            |          |
|--------------------------------------------|----------|
| FOB Dealership: (Deduct)                   | \$ 10.00 |
| FOB Other than Metro Charleston - Per Mile | \$ 2.00  |

\*Note - The above delivery "options" above are not evaluated as part of the award.

## **MV14 – Response to Vendor’s Questions:**

**1. Vendor Question:**

“I believe the Purchasing Division should require all bidders to use the same date of publication EPA mileage guide. Two things in the past cause me to make this request.

First, I believe it was the last bid, but one of your bidders could not supply EPA mileage figures for some of its vehicles because they were not yet available. It appeared to me that the bid was not awarded until the bidder complied with the bid request. It is possible that the figures other bidders used in their bid could have changed by the time the non-compliant bidder became compliant.

Secondly, by the time the bid was awarded, a bidder that was not awarded the bid can protest the bid if the latest edition of the EPA Mileage Guide now shows his bid to have better mileage than to who the bid was awarded.”

**Response:** Please see the revised section 4.3 of the specifications.

**2. Vendor Question:**

“I am fine with the concept of one of the elements in awarding a bid is using EPA mileage figures to calculate a life cycle cost. But, I do not believe you go far enough. I feel that you should factor in the manufacturer’s warranty. Currently, the longest warranty use for light vehicles is 100,000 miles. The same mileage you use with fuel mileage rating. I believe all bidders have at least a base warranty of 36 months/36,000 miles; therefore, you could assign a value to warranties over 36 months/36,000 miles.”

**Response:** Acknowledged, section 3.1.1.8 of the specifications remains as written.

**3. Vendor Question:**

“Section 3.1.1.1 M states that floor mats should be installed. It’s perfectly reasonable to request floor mats for cars, sport utilities and passenger vans. Since there is not a requirement (nor would I recommend) for interior type (Cloth vs. Vinyl, Carpet Floor Covering vs. Vinyl Floor Covering), the requirement of floor mats will greatly increase the cost of trucks and cargo vans that normally come with vinyl floor covering. In most cases, for floor mats to properly and safely installed, it will require carpet floor covering because most vehicle with vinyl floor covering are not equipped with the floor mat retaining hooks found in most of today’s vehicles.”

**Response:** Please see the revised section 3.1.1.1 of the specifications.

4. **Vendor Question:**

"Page 23, Item O. requires power windows and locks on all doors.

Some vans do not have power windows available other than for the front two doors (i.e. the side and rear doors on the cargo and passenger vans offered on a Ford Econoline are not powered). Would you change this specification to exclude vans?"

**Response:** Please see the revised section 3.1.1.1 of the specifications.

5. **Vendor Question:**

"Page 20, 2.1 Does a CNG/ bi-fuel vehicle require the prep package only for potential conversion to use CNG or must it be a completed vehicle that can operate on CNG?"

**Response:** CNG/Bi-fuel vehicle must be a completed vehicle that can operate on CNG.

6. **Vendor Question:**

"Page 22, 3.1.1.1 item H. Do you consider All terrain or On/Off road tires to meet or exceed the all season tire specification?"

**Response:** Yes

7. **Vendor Question:**

(Page 22, 3.1.1.1 ) "J. Rear window defogger is not available on some full size vans, could these be exempted along with trucks?"

**Response:** Please see the revised section 3.1.1.1 of the specifications.

8. **Vendor Question:**

(Page 22, 3.1.1.1 ) "Would you consider removing the requirement of floor mats for vehicles with a vinyl floor, particularly trucks and vans?"

**Response:** Please see the revised section 3.1.1.1 of the specifications.

9. **Vendor Question:**

"Page 23, 3.1.1.3 Do converters of CNG vehicles have to be OEM and EPA certified/approved?"

**Response:** Please see the revised section 3.1.1.3 of the specifications.

10. **Vendor Question:**

"Page 30 6.1 and 6.2 Vehicle dealers do not control the scheduling, production, or shipment of vehicles. We can never guarantee a delivery date. I would suggest that instead of requiring the vendor to deliver within a specific period of time, that the vendor be required notify the Fleet Management Office (or others as you deem necessary) of any abnormally long delays, to advise

of such, explain the reason for the delay, and work with them to resolve any problems that such a delay might cause. No cancellation of an order is possible by the dealer after that order has been scheduled for production by the manufacturer, therefore, the purchase order should not be cancelable after this "point of no return" has been reached."

**Response:** Acknowledged, the specifications in page 30, sections 6.1 and 6.2 remain as written. The liquidated damages clause found on page 10 has been revised.

**11. Vendor Question(s):**

The following are requests for specification changes to the individual classes of vehicles:

Class 1 – Reduce the wheelbase minimum to 98.0 inches.

Class 2 – Reduce the wheelbase minimum to 104.0 inches.

Class 3 – Reduce the wheelbase minimum to 108.0 inches.

Class 4 – Allow a rear wheel drive to be bid in addition to a front wheel drive and increase the maximum GVWR to 5300 lbs.

Class 7 – Reduce minimum wheelbase to 119, increase the maximum GVWR to 7,300 lbs. and reduce the minimum GVWR to 6,500 lbs.

Class 7A - Reduce minimum wheelbase to 119, increase the maximum GVWR to 7,500 lbs. and reduce the minimum GVWR to 6,500 lbs.

Class 8 – Reduce the minimum wheelbase to 121 inches.

Class 14 – Reduce the minimum wheelbase to 140.0 inches

Class 14A - Reduce the minimum wheelbase to 140.0 inches

Class 15 and above – It was discussed in the pre-bid meeting that you would look into adjusting the GVWRs so that  $\frac{3}{4}$  ton trucks as well as one ton trucks would have their own Classes and you agreed to consider offering a class for each truck as an extended cab in addition to the regular cab and crew cab Classes that are currently on the contract

**Response:** The above recommendations for changes to the individual classes of vehicles have been reviewed and are addressed in the revised pricing pages.

**12. Vendor Question(s):**

The following are additional requests for specification changes to the individual classes of vehicles:

Additional Questions/Requests:

Class 3 - Reduce wheel base requirement to 108

Class 4 - Change Drive to front OR rear wheel

Change Engine to 6 cylinder

Class 6 - Being 2 Wheel Drive (assuming that means front or rear) decrease GVWR Requirement to 4900 lbs.

Class 7 - Decrease Wheel Base to 119, Decrease Minimum GVWR to 6499

Class 7A - Decrease Wheel Base to 119, Decrease Min GVWR to 7099

Class 8 - Decrease Wheel base to 121

Add Class 8A Mini Van Cargo - Wheel Base 121, 2 Wheel/Front Wheel, 2 Passenger (including Driver), GVWR 4900 to 6100

Class 10 - Change Drive Requirement to accept front or rear wheel drive, Reduce Minimum Wheel base to 118 but maintain same GVWR Requirements

Even though there are many different wheel bases, Class 14 and 14A should have a minimum of 140

Class 15A - Reduce GVWR to 8650 unless you want the 4x4 option to require going from 3/4 ton to 1 ton, if so need to increase max gvwr

Class 16 and 16A - Decrease wheelbase to 149, 16A same as 15A decrease min gvwr or increase max

**Response:** The above recommendations for changes to the individual classes of vehicles have been reviewed and are addressed in the revised pricing pages.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: MV14**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Jim Robinson Inc  
 Company  
[Signature] President  
 Authorized Signature  
10/16/2013  
 Date

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



## State of West Virginia

# VENDOR PREFERENCE CERTIFICATE

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

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

- ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
☒ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

- ☒ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

- ☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**4. Application is made for 5% resident vendor preference for the reason checked:**

- ☒ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- ☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- ☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- ☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Jim Robinson Inc.

Signed: [Signature]

Date: 10-16-2013

Title: President

RFQ No. MV14STATE 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.

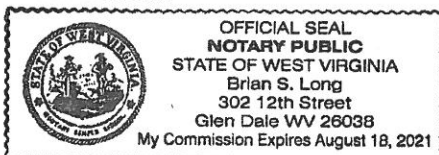
**DEFINITIONS:**

**"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 exceeds 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: Jim Robinson, Inc.Authorized Signature: [Signature] President Date: 10/16/2013State of West VirginiaCounty of Marshall, to-wit:Taken, subscribed, and sworn to before me this 16th day of October, 2013.My Commission expires 8-18, 2021.**AFFIX SEAL HERE**NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/01/2012)

**NOTE:**

Vendor and Notary's date must be the same.

Notary required to AFFIX SEAL on Purchasing Affidavit.