



# Greenbrier Motor Co., Inc.

111 Seneca Trail - Lewisburg, WV 24901  
Phone 304-645-1010 Fax 304-645-1287  
800-654-6338



April 28, 2016

West Virginia State Police  
2019 Washington Street, East  
Charleston, WV 25305

Attention: Michelle Childers  
Ms. Childers,

It is our pleasure to quote for you 2016 Dodge Charger police car's and Dodge Durango SSV SUV's for your use.

The price per unit is as follows

1. Dodge Charger AWD with standard factory paint list price \$38,575.00 Greenbrier Motor Co. discount \$13,285.00 total cost per unit to the state \$25,290.00
2. Dodge Charger AWD with low volume dark blue list price 39,075.00 Greenbrier Motor Co. discount \$12,965.00 total cost per unit to the state \$25,735.00.
3. Dodge Charger AWD with two tone paint list price \$39,250.00 Greenbrier Motor Co. discount \$13,285.00 total cost per unit to the state \$25,965.00.
4. Dodge Charger AWD with two tone low volume dark blue paint \$39,750.00 Greenbrier Motor Co. discount \$13,355.00 total cost per unit to the state.

It was noted in the quote that you would want to pay for the cars with a credit card if you would do this there will be a 3% sure charge to the price of EACH CAR!!!

The price is delivered to Charleston FOB net 30 day's  
At this time we will not bidding the SUV as our Durango does not meet your specifications please call me.

**WE WANT TO EARN YOUR BUSINESS!!!!**

Mike Cvizic

Greenbrier Motor Company

04/28/16 13:12:20  
WV Purchasing Division

GREENBRIER MOTOR CO INC  
 111 SENECA TRAIL  
 LEWISBURG, WV 249011564

Configuration Preview

Date Printed: 2016-04-27 4:18 PM  
 Estimated Ship Date:

VIN:  
 VON:

Quantity: 1  
 Status: BA - Pending order  
 FAN 1: 22898 STATE OF WEST VIRGINIA  
 FAN 2:  
 Client Code:  
 Bid Number: TB6098  
 PO Number:

Sold to:  
 GREENBRIER MOTOR CO INC (51444)  
 111 SENECA TRAIL  
 LEWISBURG, WV 249011564

Ship to:  
 GREENBRIER MOTOR CO INC (51444)  
 111 SENECA TRAIL  
 LEWISBURG, WV 249011564

Vehicle: 2016 CHARGER POLICE AWD (LDEE48)

	Sales Code	Description	MSRP(USD)
Model:	LDEE48	CHARGER POLICE AWD	36,300
Package:	29A	Customer Preferred Package 29A	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DGJ	5-Speed Auto W5A580 Transmission	0
Paint/Seat/Trim:	PBX	Jazz Blue Pearl Coat	0
	APA	Monotone Paint	0
	*X5	HD Cloth Bucket Seats w/Vinyl Rear	120
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Matte Blk Grille-Matte Blk Xhairs	0
	LNF	Black Left Spot Lamp	210
	LNK	LED Spot Lamps	150
	YEP	Manuf Statement of Origin	0
	XFX	Equipment Mounting Bracket	0
	CW6	Deactivate Rear Doors/Windows	75
	AMV	Fleet Park Assist Group	350
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	135	Zone 35-Washington	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB6098	Government Incentives	0
Discounts:	YGF	8 Additional Gallons of Gas	0
Destination Fees:			995
<b>Total Price:</b>			<b>38,200</b>

*unmarked  
 stock color*

9



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April 27, 2016

West Virginia State police car attachment:

2016 Dodge Charger AWD Police Cruiser: Standard stock color

Unmarked unit

MSRP \$38,200.00

Add 375.00 electronic storage tray.

\$38,575.00 Total MSRP

-13,285.00 Greenbrier Motor Company Discount

\$25,290.00 Total list price to the State Of West Virginia

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 111 SENECA TRAIL  
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Paint/Seat/Trim:	PB8	Low Vol Midnight Blue Pearl Coat	500
	APA	Monotone Paint	0
	*X5	HD Cloth Bucket Seats w/Vinyl Rear	120
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Matte Blk Grille-Matte Blk Xhairs	0
	CW6	Deactivate Rear Doors/Windows	75
	YEP	Manuf Statement of Origin	0
	XFX	Equipment Mounting Bracket	0
	LNx	LED Spot Lamps	150
	LNF	Black Left Spot Lamp	210
	AMV	Fleet Park Assist Group	350
	5N6	Easy Order	0
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unmarked  
 low volume  
 Dark Blue  
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April 27, 2016

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2016 Dodge Charger AWD Police Cruiser: Low Volume Midnight blue

Unmarked unit

MSRP \$38,700.00

Add 375.00 electronic storage tray.

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*Stock Paint  
 two tone  
 WV colors*



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West Virginia State police car attachment:

2016 Dodge Charger AWD Police Cruiser: Standard stock color

Marked unit

MSRP \$38,200.00

Add 675.00 West Virginia two tone paint.

375.00 electronic storage tray.

\$39,250.00 Total MSRP

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 Low Volume  
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2016 Dodge Charger AWD Police Cruiser: Low volume dark blue paint.

Marked unit

MSRP \$38,700.00

Add 675.00 West Virginia two tone paint.

375.00 electronic storage tray.

\$39,750.00 Total MSRP

-13,355.00 Greenbrier Motor Company Discount

\$26,395.00 Total list price to the State Of West Virginia

## Standard Features - LDEE48-CHARGER POLICE AWD

Code	Description
JKW	12V Center Console Power Outlet
JCC	160 MPH Primary Speedometer
DJL	175MM Front Axle
NLQ	18.5 Gallon Fuel Tank
WEG	18X7.5 Steel Wheels
BAJ	220 Amp Alternator
DR4	230MM Rear Axle
DMM	3.07 Rear Axle Ratio
DGJ	5-Speed Auto W5A580 Transmission
RFU	5.0" Touchscreen Display
EZH	5.7L V8 HEMI MDS VVT Engine
NAS	50 State Emissions
RCG	6 Speakers
BCF	800 Amp Maintenance Free Battery
GAP	Acoustic Front Door Glass
GAK	Acoustic Windshield
CBD	Active Head Restraints
DKB	Active T/Case w/Frt Axle Disconnect
CG3	Advanced Multistage Front Air Bags
HAD	Air Cond'ing w/Dual Zone Temp Cntrl
JMA	Air Filtering
BNP	All Speed Traction Control
MSX	All Wheel Drive Badge
XBN	Alumn Front Suspension Parts Module
LMG	Automatic Headlamps
DHD	AutoStick (R) Automatic Transmission
LMC	Bi-Function Halogen Projector H/Lamp
MFA	Black Headlamp Bezels
XSB	Black Interior Accents
CKJ	Black Vinyl Floor Covering
MNK	Body Color Door Handles
LEP	Body Color Exterior Mirrors
MRC	Bodycolor Lower Bodyside Cladding
X8X	Brake & Knuckle Parts Module
3GE	Brake Assist
XSL	Brake/Park Interlock
WMH	Bright Hub Caps
XJM	Capless Fuel Filler
CKM	Cargo Compartment Dress-Up
CG6	Center Rear 3-Point Seat Belt
MT1	Charger Badge
CF4	Child Seat Upper Tether Anchorages
LPA	CHMSL Lamp

## Standard Features - LDEE48-CHARGER POLICE AWD

Code	Description
CV8	Column Mount Automatic Shift Lever
JFA	Compass Gauge
DS8	Conventional Differential Rear Axle
LAT	Custom Defined Color Display Monitor
X82	Door Parts Module
JJB	Dual Note Electric Horns
NER	Dual Rear Exhaust
XXK	Electro-Hydraulic Power Steering
BNB	Electronic Stability Control
XAX	Engine Hour Meter
NHA	Engine Oil Cooler
CFW	Fixed Rear Seat
GBC	Front & Rear Solar Control Glass
LCK	Front Dome Lamp
X8W	Front Fascias Parts Module
CGD	Front Height Adjust Shoulder Belts
LAX	Front Passenger Seat Belt Alert
X89	Front Suspension Damper Parts Module
X84	Front Suspension Parts Module
TBW	Full Size Spare Tire
MCH	Gloss Black Fascia Applique
MAE	Gloss BIK Grille-Gloss BIK Xhairs
LBC	Glove Box Lamp
TZA	Goodyear Brand Tires
Z1F	GVW Rating - 5500#
*C8	HD Cloth Bucket & Rear Bench Seats
XPD	Heated Washer Fluid Nozzles
SDB	Heavy Duty Suspension
NZ5	High Speed Engine Controller
BNG	Hill Start Assist
BPT	Hydraulic Assist Brake Booster
JKK	Inside Emergency Trunk Lid Release
JAY	Instrument Cluster w/Tach
JAA	Instrument Panel
X81	Instrument Panel Parts Module
XR8	Integrated Voice Command w/Bluetooth
RDL	Integrated Window Antenna
GX4	Keyless Go
SCV	Leather Wrapped Steering Wheel
LM5	LED Daytime Running Lamps
SER	Load Leveling and Height Control
CUM	Mini Floor Console
APA	Monotone Paint

## Standard Features - LDEE48-CHARGER POLICE AWD

Code	Description
RG8	No Radio Amplifier
XA8	Non Adjustable Pedals
LAH	Outside Temp Display
TWW	P225/60R18 BSW Performance Tires
CXN	Part Tracking
CSR	Passenger Assist Handles
NEA	Performance Exhaust
SBP	Performance Steering
BR9	Police ABS 4-Wheel Hd Disc Brakes
AHB	Police Group
JPS	Power 6-Way Driver Seat
JKY	Power Accessory Delay
GTF	Power Mirrors w/Manual Foldaway
NHF	Power Steering Cooler
X87	Power Train Parts Module
JPC	Power Trunklid Release
JP3	Pwr Front Windows, 1-Touch,Up & Down
BHC	Rain Brake Support
BHD	Ready Alert Braking
GXT	Rear Door Child Protection Locks
X8U	Rear Fascias Parts Module
X91	Rear Suspension Damper Parts Module
X85	Rear Suspension Parts Module
GR4	Rear View Mirror w/Microphone
GFA	Rear Window Defroster
LHL	Remappable Steering Wheel Buttons
JKD	Remote Fuel Door Release
GXD	Remote Proximity Keyless Entry
RSX	Remote USB Port
AXR	Secure Park
GXX	Sentry Key Theft Deterrent System
XDK	Severe Duty Engine Cooling
GAM	Solar Control Glass
AHV	Special Service Group
NHM	Speed Control
JPH	Speed Sensitive Power Locks
LNQ	Spot Lamp Prep.
RDZ	Steering Wheel Mounted Audio Ctrls
GNC	Sun Visors w/Illum Vanity Mirrors
CJ2	Supp. Side Curtain Frt/Rr Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
SUE	Tilt/Limited Telescope Steering Col
XBN	Tip Start

Standard Features - LDEE48-CHARGER POLICE AWD	
Code	Description
X88	Tire & Wheel Parts Module
XGM	Tire Pressure Monitoring Display
LDC	Trunk Lamp
RA2	Uconnect 5.0
LDA	Underhood Lamp
JHA	Var Intermittent Windshield Wipers
CKL	Vinyl Trunk Liner & Cover

	3.6L	5.7L	5.7L AWD
<b>Keys</b>			
Additional Non Key-Alike Fobs (GXQ) (not available with [GXA], [GXE], [GXF] or [GXG])	F	F	F
Entire Fleet-Alike Key	F	F	F
– (FREQ 1) (GXF) (not available with [GXG], [GXA] or [GXE])	F	F	F
– (FREQ 2) (GXA) (not available with [GXE], [GXF], or [GXG])	F	F	F
– (FREQ 3) (GXE) (not available with [GXF], [GXA] or [GXG])	F	F	F
– (FREQ 4) (GXG) (not available with [GXF], [GXA] or [GXE])	F	F	F
<b>Consoles – Full-length floor console (CUF) – Included with Street Appearance Group (AEB)</b>			
– Mini floor console (CUM)	*	*	*
– Police floor console (CUG)	F	F	F
<b>Safety &amp; Security</b>			
Active Head Restraints <sup>(1)</sup> (CBD)	*	*	*
Advanced Multistage Front Air Bags <sup>(2)</sup> (CG3)	*	*	*
All-Speed Traction Control (BNP)	*	*	*
Center Rear Three-point Seat Belt (CG6)	*	*	*
Child Seat Anchor System (LATCH) (CF4)	*	*	*
Daytime Running Headlamps, Dedicated (LM5)	*	*	*
Driver and Passenger-seat Anti-ctab Panels (CBT)	F	F	F
Electronic Stability Control (ESC) <sup>(3)</sup> (BNB)	*	*	*
Front-passenger Seat Belt Alert (LAX)	*	*	*
Hill Start Assist (BNG)	*	*	*
Hydraulic Assist Brake Booster (BPT)	*	*	*
Inside Emergency Trunk Lid Release (JKK)	*	*	*
Keyless Enter 'n Go <sup>TM</sup> (GX4)	*	*	*
ParkSense <sup>SM</sup> Rear Park Assist <sup>(4)</sup> System (XAA) (included with Fleet Park Assist Group [AMV])	O	O	O
Police ABS Four-wheel Heavy-duty Disc Brakes (BR9) (includes All-Speed Traction Control [BMP])	*	*	*
Rain Brake Support (BHC)	*	*	*
Ready Alert Braking (BHD)	*	*	*
Rear-door Child Protection Locks (GXT)	*	*	*
Remote Proximity Keyless Entry (GXD)	*	*	*
Secure Park (AXR)	*	*	*
Security Alarm (LSA)	F	F	F

**Interior Features, continued**

	3.6L	5.7L	5.7L AWD
Non-adjustable Pedals (XA8)	*	*	*
Outside Temperature Display (LAH)	*	*	*
Passenger Assist Handles (CSR)	*	*	*
Power Adjustable Pedals – Included with Convenience Group I (AHM)	0	0	0
Power Front Driver and Passenger Seats (JPT/JRN) – Included with Convenience Group I (AHM)	0	0	0
Power Front Windows with One-touch Up/Down (JP3)	*	*	*
Power Trunk Lid Release (JPC)	*	*	*
✓ Rear Door and Window Deactivation (CW6)	F	F	F
Rear Window Defroster (GFA)	*	*	*
Remote Fuel Door Release (JKD)	*	*	*
Seats – Fixed rear (CFW)	*	*	*
– Heavy-duty cloth bucket and rear bench (*C8)	*	*	*
– Heavy-duty cloth bucket with vinyl rear (*X5)	F	F	F
5/10 – Power six-way driver's (JPS)	*	*	*
Solar-Control Glass (GAM)	*	*	*
Speed Control (NHM)	*	*	*
Spot Lamp Prep (LNQ)	*	*	*
Sun Visors with Illuminated Vanity Mirrors (GNC)	*	*	*
Tilt/Limited Telescoping Steering Column (SUE)	*	*	*
Tire Pressure Monitoring Display (XGM)	*	*	*
<b>Uconnect® Multimedia</b>			
Audio Jack Input for Mobile Devices (RSU)	*	*	*
Customer-defined Color Display Monitor (LAT)	*	*	*
Five-inch Touchscreen Display (RFU)	*	*	*
Remote USB Port (RSX)	*	*	*
Six Speakers (RCG)	*	*	*
Steering Wheel-mounted Audio Controls (RDZ)	*	*	*
Twelve-volt Center Console Power Outlet (JKW)	*	*	*
Uconnect 5.0 AM/FM/Bluetooth® Media Hub (SD card reader/USB port/auxiliary jack) (RA2) Integrated Voice Command <sup>(7)</sup> with Bluetooth	*	*	*

**Exterior Features, continued**

	3.6L	5.7L	5.7L AWD
– Matching right spot lamp (LNA) (requires [LNF])	O	O	O
– Underhood lamp (LDA)	*	*	*
Spare Tire Relocation Bracket (TBH)	O	O	O
Variable/Intermittent Windshield Wipers (JHA)	*	*	*
White Graphics	F	F	F
– Front doors (M2B)	F	F	F
– All doors (M2C)	F	F	F
– Hood (M3F)	F	F	F
– Roof (M3G)	F	F	F
– Deck lid (M3H)	F	F	F
<b>Interior Features</b>			
Air Conditioning with Dual-Zone Temperature Control (HAD)	*	*	*
Air Filtering (JMA)	*	*	*
Black Interior Accents (XSB)	*	*	*
Column-mounted Automatic Shift Lever with AutoStick controls (CV8)	*	*	*
Compass Gauge (JFA)	*	*	*
<b>Floor Covering</b>			
– Black vinyl (CKJ) not available with (AEB)	O	O	O
– Floor carpet (CKD) (includes [CLZ]) (included with Street Appearance Group [AEB])	O/P	O/P	O/P
– Front and rear floor mats (CLZ) (included with [CKD])	P	P	P
– Delete carpet (CK9) (requires [AEB] and [CKJ] includes [CM8])	F	F	F
Front Height-adjustable Shoulder Belts (CGD)	*	*	*
Instrument Cluster with Tachometer (JAY)	*	*	*
Integrated Window Antenna (RDL)	*	*	*
Leather-wrapped Steering Wheel (SCV)	*	*	*
<b>Lighting, Interior – Front dome lamp (LCK)</b>			
– Front reading/map lamps (LBG) (included with [AEB])	O	O	O
– Glove box lamp (LBC)	*	*	*
– Trunk lamp (LDC)	*	*	*
<b>Mirrors – Power, heated with manual foldaway (GUK) (included with [AEB])</b>			
– Power mirrors with manual foldaway (GTF)	*	*	*
– Rearview day/night mirror with microphone (GR4)	*	*	*



**Mechanical Features, continued**

	3.6L	5.7L	5.7L AWD
Trailer Hitch – Rated at Class I (XGE)	O	O	O
Wheels and Tires – P225/60R18 BSW Goodyear® Performance Tires (TWW)	*	*	*
– P245/55R18 BSW Goodyear Performance Tires (TYL)	O	O	O
– Full-size Spare (TBW) (includes vinyl trunk liner and cover [CKL])	*	*	*
– Full-size Spare Delete (TBF) – Includes Tire Service Kit	F	F	F
– 18- x 7.5-inch Steel Wheels (WEJ) on RWD	*	*	*
– 18- x 7.5-inch Steel Wheels (WEG) on AWD			*
– Bright Hub Caps (WMH) (standard on [WEJ] and [WEG] wheel)	*	*	*
– 18-inch Wheel Covers (W8A) on RWD (included with Street Appearance Group [AEB])	O/P	O/P	
– 18-inch Wheel Covers (W8B) on AWD (included with Street Appearance Group [AEB])			O/P
<b>Exterior Features</b>			
Acoustic Front-door Glass (GAP)	*	*	*
Acoustic Windshield (GAK)	*	*	*
All-wheel drive Badge			*
Black Exterior Mirrors (LE4) (included with Police special paints [P76], [P79], [P82], [PB5], [PB8], [PS2] and [PWL])	P	P	P
Black Headlamp Bezels (MFA)	*	*	*
Body-color Door Handles (MNK) (not available with Police special paints [P76], [P79], [P82], [PB5], [PB8], [PS2] and [PWL])	*	*	*
Body-color Exterior Mirrors (LEP) (not available with Police special paints [P76], [P79], [P82], [PB5], [PB8], [PS2] and [PWL])	*	*	*
Body-color Lower Bodyside Cladding (MRC) (not available with Police special paints)	*	*	*
Capless Fuel Filler (XJM)	*	*	*
Cargo Compartment Dress-up (CKM)	*	*	*
Charger Badge (MT1)	*	*	*
Dual Rear Exhaust (NER)	*	*	*
Dual-note Electric Horns (JJB)	*	*	*
Equipment Mounting Bracket (XFX) (requires [CUM]; not available with [CUF] or [CUG])	O	O	O
Front and Rear Solar-Control Glass (GBC)	*	*	*
Front License Plate Bracket (MDA)	*	*	*
Gloss Black Grille with Gloss Black Crosshairs (MAE)	*	*	*
Lights and Lamps – Bifunctional halogen projector headlamps (LMC)	*	*	*
– Black left spot lamp (LNF)	O	O	O
– CHMSL lamp (LPA)	*	*	*
– LED spot lamps (LNX) (requires [LNF])	O	O	O

**STANDARD FEATURES AND OPTIONS**

	3.6L	5.7L	5.7L AWD
<b>Engines and Transmission</b>			
3.6L Pentastar® VVT V6 24V Engine (ERB)	*		
5.7L HEMI® VVT V8 Engine with Fuel Saver Technology (EZH) — Includes 215-mm rear axle (DPP), high-speed engine controller (NZ5), P225/60R18 BSW Goodyear® Performance Tires (TWW) (included with [EZH] without [TWM] performance exhaust [NEA])		*	*
Automatic Five-speed transmission — With AutoStick (DGJ)	*	*	*
<b>Mechanical Features</b>			
All-wheel Drive			*
Alternator — 220-amp (BAJ)	*	*	*
Automatic Headlamps (LMG)	*	*	*
Battery — 800-amp maintenance-free (BCF)	*	*	*
Brake Assist (BGE)	*	*	*
Brake/Park Interlock (XSL)	*	*	*
Engine Block Heater (NHK)	0	0	0
Engine Cooling — Severe-duty (XDK)	*	*	*
Engine Hour Meter (XAX)	*	*	*
Engine Oil Cooler (NHA)	*	*	*
Fuel Tank — 18.5-gallon (NGA)	*	*	*
Heated Washer Fluid and De-icer (XPD)	*	*	*
High-speed Engine Controller (NZ5) (packaged with 5.7-liter HEMI V8)		*	
Load-leveling and Height Control (SER)	*	*	*
Power Accessory Delay (JKY)	*	*	*
Power Steering Cooler (NHF)	*	*	*
Power Steering — Electric (SBL)	*	*	*
— Electro-hydraulic (XXK)			*
Primary Speedometer — 160-mph (JCC)	*	*	*
Rear Axle — 195-mm (DR2)	*		
— 220-mm (DR3) (included with 5.7-liter HEMI V8)		*	
— 230-mm (DR4) (included with AWD)			*
Rear Axle Ratio — 2.62 RWD (DLL)	*	*	*
— 3.07 (DMM)	0		*
Suspension — Heavy-duty (SDB)	*	*	*
Tip Start (XBN)	*	*	*



## NOTABLE POLICE FEATURES

- 18-inch Wheel Covers — Available
- 220-amp Alternator
- 800-CCA Maintenance-free Battery
- Column-mounted Automatic Shifter with AutoStick
- Convenience Group 1 — Available
  - Power 8-way driver and passenger seats with power 4-way lumbar adjustments
  - Power adjustable pedals
- Driver- and Passenger-side Ballistic Front door Panels — Available
- Fleet Park Assist Group — Includes ParkSense® Rear Park Assist System and ParkView® Rear Back-Up Camera\* — Available
- Full-size Spare Tire — Available
  - Includes vinyl trunk liner and cover
- Heavy-duty Cloth Bucket Seats with Vinyl Rear Bench
- Heavy-duty Vinyl Floor Covering
- New Class 1-rated Trailer Hitch — Available
- Patrol Package Wiring Prep Package — Includes front and rear wiring harness and Power Distribution Center (PDC) — Available
- Police-specific Front Seats Accommodate Full Duty Belts
- Rear Door and Window Disactivation — Available
- Street Appearance Group — Includes front and rear of-ate control outlets, front reading and map lamps, full-length floor console, illuminated front cup holders, exterior mirrors with heating element and 18-inch wheel covers
- Tire Service Kit — Available
- Unique Police Vehicle Headliner Configurations — Standard headliner with overhead handle and red/white dome light

## POWERTRAINS

Standard	Transmission	Fuel Economy*
3.6L Pentastar® VVT V6 292 hp @ 6,300 rpm (SAE) 260 lb-ft of torque @ 4,800 rpm	8-speed Automatic Rear Wheel Drive	19 city / 26 hwy / 21 combined mpg
Available	Transmission	Fuel Economy*
5.7L HEMI VVT V8 with Fuel Saver Technology 370 hp @ 5,200 rpm (SAE) 390 lb-ft of torque @ 4,200 rpm	8-speed Automatic Rear Wheel Drive	16 city / 24 hwy / 19 combined mpg
5.7L HEMI VVT V8 with Fuel Saver Technology 370 hp @ 5,200 rpm (SAE) 390 lb-ft of torque @ 4,200 rpm	8-speed Automatic All Wheel Drive	15 city / 25 hwy / 19 combined mpg

\*2015 EPA estimated ratings.

## DIMENSIONS\* / SPECIFICATIONS

Exterior		
Wheelbase	120.2	
Overall Length	191.4	
Overall Height	59.5	
Overall Width	75.0	
Front Track	63.4	
Rear Track	63.8	
Interior		
Head Room (front/rear)	59.6 / 56.6	
Leg Room (front/rear)	41.8 / 40.1	
Shoulder Room (front/rear)	57.5 / 57.9	
Hip Room (front/rear)	56.2 / 55.1	
EPA Volume (cu. ft.)	104.7	
EPA Volume Index (cu. ft.)	121.1	
Seating Capacity	5	
EPA Cargo Volume (cu. ft.)	16.5	
Curb Weight (lb., est.)	3.6L V6 FWD	4,119
	5.7L V8 FWD	4,372
	5.7L V8 AWD	6,279
Fuel Tank Capacity (U.S. gal.)	14.5	
Turning Diameter (RWD/AWD)	37.7 / 36.7	
Axis Ratio (RWD/AWD)	2.62 / 3.07	

\*All dimensions are in inches unless otherwise noted.



For 2016, the acclaimed Dodge Charger Pursuit shows off a modern exterior, new LED lighting and welcome additions to interior comfort and technology. Powered by two of our finest engines – the award-winning 292 hp 3.6-liter Pentastar VVT V6 with available Flex Fuel capability, or the available and legendary 5.7-liter HEMI V8 with Fuel Saver Technology (370 hp/395 lb-ft of torque), Charger Pursuit reports for duty with a beefed-up performance suspension and performance tires. Inside, amenities start with custom seats sculpted to fit a full duty belt, a new 7-inch TFT reconfigurable instrument cluster display, standard Vehicle System Interface Module (VSIM), plus a new Uconnect 5.0 AM/FM/Bluetooth touchscreen with remote USB port. Now add on All-Wheel-Drive Pursuit with active transfer case and front axle disconnect.

**PRODUCT HIGHLIGHTS**

- 3.6L Pentastar™ VVT V6** with available 50-state Flex Fuel calibration: 292 hp/260 lb-ft of torque – Standard
- 5.7L HEMI™ VVT V8** with Fuel Saver Technology: 370 hp/395 lb-ft of torque – Available
- Vehicle System Interface Module (VSIM)** – Standard
- Uconnect™ 5.0 AM/FM/Bluetooth®** Media Hub (SD card reader/USB port/auxiliary jack) Integrated Voice Command™ with Bluetooth
- Uconnect Voice Command™** with Bluetooth – Available
- Keyless Enter™ 'n Go™ System** features proximity entry and push-button start with police strategy
- Column-mounted automatic shift lever** with AutoStick controls
- Unique performance front and rear heavy-duty suspension systems** with load-leveling/Nivomat™ rear shocks
- Acoustic windshield and front door glass**
- Dual-Zone temperature control**

- Severe-duty engine cooling**
- 2.62 rear axle ratio** – Standard on V6 and 5.7L HEMI V8
- 3.07 rear axle ratio** – Available
- 195-mm rear axle** (3.6L engine)
- 220-mm rear axle** (5.7L engine)
- Power adjustable pedals** – Available with V6 engine
- P225/60R18 Performance tires** – W-rated Goodyear®
- Police Graphics set** – Available
- Performance steering** with power steering cooler
- PTIM/VSIM (Vehicle System) Interface Module Pigtail**
- Police upfit packages**
- Remappable steering wheel controls**
- Engine hour meter**
- Capless fuel filler**
- Power mirrors with manual foldaway**

**SAFETY & SECURITY**

- Driver- and passenger-side ballistic door panels** – Available
- Safety cage construction** that exceeds federal mandates for strength
- Driver and passenger steel seatback inserts** – Available
- ParkSense™ Rear Park Assist™ System** – Includes backup camera
- Active head restraints™**
- Advanced multistage front air bags™**, supplemental front-seat-mounted side thorax air bags™ and supplemental side-curtain air bags™
- Four-wheel heavy-duty disc brakes** with unique Electronic Stability Control (ESC)™ including All-Speed Traction Control and Brake Assist
- Rain Brake Support**
- Ready Alert Braking**
- Secure Park**
- Rear door and window deactivation** – Available
- Heated washer fluid and de-icer**
- Load-leveling and height control**
- Tire Pressure Monitoring Display**
- Electric power steering** – Rear-wheel drive models



Safety & Security, continued	3.6L	5.7L	5.7L AWD
Sentry Key™ – Theft Deterrent System (GXX)	*	*	*
Speed-sensitive Power Locks (JPH)	*	*	*
Supplemental Front-Seat-mounted Side Air Bags <sup>®</sup> (CJ1)	*	*	*
Supplemental Side-curtain Front and Rear Air Bags <sup>®</sup> (CJ2)	*	*	*
<b>Packages &amp; Equipment Groups</b>			
Convenience Group I (AHM) – Includes power adjustable pedals (XAP), power driver and front-passenger seats (JPT), and power driver/passenger four-way lumbar adjuster (JRN)	F	F	F
Driver- and Passenger-side Ballistic Front-door Panels (XDV/XDG)	F	F	F
Fleet Park Assist Group (AMV) – Includes ParkSense <sup>®</sup> Rear Park Assist <sup>®</sup> System (XAA) with ParkView <sup>™</sup> Rear Back-Up Camera <sup>®</sup> (XAC)	F	F	F
Max Flow Package (AYJ) – Includes lower grille texture – Police	F	F	F
Patrol Package Base Prep (AYE) – Includes front and rear wire harness (XPW), Power Distribution Center (PDC/XWK), siren speaker and bracket (XWP), trunk tray and cooling fan (XWQ)	F	F	F
Patrol Package Wiring Prep Package (AYW) – Includes front and rear wire harness and (PDC)	F	F	F
Police Group (AHB)	*	*	*
Special Service Group (AHV)	*	*	*
Street Appearance Group (AEB) – Includes 18-inch wheel covers (W8A – RWD, W8B – AWD), exterior mirrors with heating element (NHJ), front/rear climate control outlets (XGA), front reading/map lamps (LBG), full-length floor console (CUF), illuminated front cup holders (CWP) and power, heated mirrors with manual foldaway (GUK) (not available with Police Special Paint Colors [P76], [P79], [P82], [PB5], [PB8], [PS2], and [PWL])	O	O	O

\* = Standard. F = Fleet. O = Optional. P = Available within Package noted in parentheses.



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 36 - Vehicles

Proc Folder: 202155

Doc Description: Statewide Contract for Police Vehicles

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-03-24	2016-04-28 13:30:00	CRFQ 0212 SWC1600000003	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Greenbrier Mototo Company  
 111 Seneca Trail  
 Lewisburg, WV. 24901  
 304-645-1010

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X 

FEIN # 55-0823196

DATE April 28, 2016

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia State Police to establish an open-end contract for 2016, or present model year, Pursuit Rated Four (4) Door Sedan and Utility Police Cruiser.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pursuit Rated Four Door Sedan Police Cruiser	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101702	<b>Chrysler</b>	<b>Dodge Charger</b>	<b>Police AWD</b>

Extended Description :  
Factory Paint Scheme

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Pursuit Rated Four Door Sedan Police Cruiser	50.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101702	<b>Chrysler</b>	<b>Dodge Charger</b>	<b>Police AWD</b>

Extended Description :  
Custom WV Paint Scheme

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	





SWC1600000003	<b>Document Phase</b> Draft	<b>Document Description</b> Statewide Contract for Police Vehicles	<b>Page 4</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## 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:

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: April 14, 2016 @ 9:00 AM EST.

Submit Questions to: Michelle Childers  
 2019 Washington Street, East  
 Charleston, WV 25305  
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
 Email: Michelle.L.Childers@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
 Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
 BUYER:  
 SOLICITATION NO.:  
 BID OPENING DATE:  
 BID OPENING TIME:  
 FAX NUMBER:

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. 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: (This only applies to CRFP)  
 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: April 28, 2016 @ 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 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.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. 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.

**13. 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.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

**17. 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.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "Award Document"** 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 contract holder.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "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 Upon Award and extends for a period of one (1) 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 should be submitted to the Purchasing Division 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. 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.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will 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 Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**7. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**8. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be 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 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.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

**Builders 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.

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. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. 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.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. 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.

**14. 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.

**15. 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.

**16. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

**17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**18. 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.

**19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

**21. 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.

- 22. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.

**29. PRIVACY, SECURITY, AND 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>.

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**34. 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.

**35. 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.



**36. 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.

**37. 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.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**40. 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).

**41. 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.

**42. 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:
- c. 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
- d. 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.

**43. 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.

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia State Police to establish an open-end contract for 2016, or present model year, Pursuit Rated Four (4) Door Sedan and Utility Police Cruiser.
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 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 **“Pursuit Rated”** means a vehicle which can be used for high speed maneuvers.
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.
    - 3.1.1 **2016, or present model year, Pursuit Rated Four (4) Door Sedan Police Cruiser**
      - 3.1.1.1 **Standard Equipment Requirements** – The following are mandatory as related to the standard equipment requirements of the vehicle. The requested vehicle must contain the following unless otherwise noted.
        - A. All-Wheel Drive (AWD) **\*standard with a V-8**
        - B. Suspension – Independent Front Suspension with Front and Rear Stabilizer Bar (Police Suspension Package)  
**Heavy police package**
        - C. Brakes – Vendors Heaviest Available 4 Wheel Disc Brakes with Heaviest Available front and rear Calipers  
**Standard**

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2016 or current model year, Pursuit Rated Four (4) Door Sedan and Utility Police Cruiser

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- D. Engine – V-6 (Six Cylinder)  
**\*\* V-8 only option with AWD**
- E. Alternator – Minimum 220 Amp  
**Standard**
- F. Transmission and Oil Cooler – Vendors Heaviest Available  
**Standard**
- G. Battery – Minimum 750 Cold Cranking Amps  
**800 CCA battery**
- H. Transmission – Minimum 6 Speed Transmission, Column Shifted  
**5 Speed Transmission only Column shifter STD**
- I. Cooling System – Vendors Heaviest and Highest Volume Radiator Available  
**Standard**
- J. Engine Hour Meter  
**Standard**
- K. Fuel Tank – Minimum 19 Gallon  
**\*18.5 standard fuel tank**
- L. Exterior Key Locks – Driver, Front Passenger and Deck Lid  
**Standard**
- M. Mirrors – Power Electric Remote, Manual Fold Away  
**Standard**
- N. Wheels – Vendors Heaviest and Strongest Available  
18" Steel with Full Size Spare  
**Standard**
- O. Flooring – Vendors Heaviest and Strongest Vinyl  
**Standard**
- P. Seats – Front, Heaviest Available cloth, with Minimum 6 way power driver seat with manual lumbar and 2 way manual passenger seat. Rear seat vinyl bench  
**\*Option**
- Q. Minimum 9" space between front Driver and Passenger Seat for Aftermarket Consoles with Console Mounting Plate  
**Standard**
- R. Console Mounting Plate  
**Equipment mounting bracket no charge**
- S. Tilt Steering Column  
**Standard**
- T. Audio – AM/FM Stereo with Single CD player with MP3 Capability  
**\*\*CD player not available**

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- U. Rear View Camera  
\*option part of Fleet Park Assist Group
  - V. Reverse Back Up Sensor with Audible Interior Alarm  
\* Part of group above
  - W. Power Windows with one-touch up/down Driver's Side with Disable Feature  
Standard
  - X. Power Door Locks with Remote Keyless Entry  
Standard
  - Y. Spot Lamp – Driver's Side (LED)  
\$\$360.00 option included in bid price
  - Z. Windshield Wipers – Two Speed with Intermittent Mode  
Standard
  - AA. Cruise Control  
Standard
  - BB. Electric Rear Window Defroster  
Standard
  - CC. Power Trunk Lid Release  
Standard
  - DD. License Plate Mounts – Front and Rear  
Standard
  - EE. Rear Door Handles Inoperable / Rear Locks Inoperable / Rear Window Switches Inoperable  
\*option \$75.00
  - FF. Undercarriage Deflector Plate  
\* Not available
  - GG. Minimum of 16.5 Cubic Feet of available trunk space
  - HH. Dark Car Feature (Courtesy Lamps Disable when any Door is Opened)  
Standard
  - II. Bluetooth Cellular Hands Free Feature  
Standard
  - JJ. Trunk Electronics Tray (Minimum 4 sq. ft.) with a minimum of 18" of travel when fully extended  
\*option \$375.00
  - 3.1.1.2. 2016 or current model year, Pursuit Rated Four (4) Door Sedan Police Cruiser must have interchangeable parts with Contract Item #2 (2016 or current model year, Pursuit Rated Four Door Utility Police Cruiser) including but not limited to Front Brake Calipers, Rear Brake Calipers, Front and Rear Brake Pads, Front and Rear Brake Rotors, Oil Filter, Air Filter and Spark Plugs.

- 3.1.1.2 2016 or current model year, Pursuit Rated Four (4) Door Sedan Police Cruiser will be purchased from available stock colors for the above described model. All bumper coverings and/or body side moldings are to be of the same color.

The vendor will customize the paint scheme by painting the traditional gold portion of the vehicle, which includes the roof of the vehicle, front and rear pillars (see Attachment B). Price will include sanding, priming, and paint application. Primer must be gray epoxy and the exact paint code may be obtained from RMS Pro Finishes, Attention, Jay Crisp (Phone 304-346-9661) prior to bid submission.

- 3.1.1.3 **Warranty:** The following are mandatory requirements as related to warranty.

- A. Basic Comprehensive Warranty coverage – The vendor shall provide the vehicle manufacture’s basic whole vehicle warranty. The minimum length of warranty shall be three (3) years/ 36,000 miles and shall cover the entire vehicle bumper to bumper.
- B. Basic Corrosion- the vendor shall provide the manufacture’s standard Basic Corrosion warranty.

**3.1.2 2016 or current model year, Pursuit Rated Four (4) Door Utility Police Cruiser**

**3.1.2.1 Standard Equipment Requirements –** The following are mandatory as related to the standard equipment requirements of the vehicle. The requested vehicle must contain the following unless otherwise noted.

- A. All-Wheel Drive (AWD)
- B. Suspension – Independent Front Suspension with Front and Rear Stabilizer Bar (Police Suspension Package)
- C. Brakes – Vendors Heaviest Available 4 Wheel Disc Brakes with Heaviest Available front and rear Calipers
- D. Engine – V-6 (Six Cylinder)

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2016 or current model year, Pursuit Rated Four (4) Door Sedan and Utility Police Cruiser

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- E. Alternator – Minimum 220 Amp  
**Standard**
- F. Transmission and Oil Cooler – Vendors Heaviest Available  
**Standard**
- G. Battery – Minimum 750 Cold Cranking Amps
- H. Transmission – Minimum 6 Speed Transmission, Column Shifted \*
- I. Cooling System – Vendors Heaviest and Highest Volume Radiator Available  
**Standard**
- J. Engine Hour Meter  
**Standard**
- K. Fuel Tank – Minimum 18.6 Gallon
- L. ~~Locks~~ <sup>rd</sup> ~~locks~~ – Driver, Passenger and Lift gate  
**Standard** 24.6
- M. Mirrors – Power Electric Remote, Manual Fold Away  
**Standard**
- N. Wheels – Vendors Heaviest and Strongest Available 18” Steel with Full Size Spare ~~Standard~~
- O. Flooring – Vendors Heaviest and Strongest Vinyl  
**Standard** CarPet Vinyl N/A
- P. Seats – Front, Heaviest Available Cloth, with Minimum 6 way power driver seat with manual lumbar and 2 way manual passenger seat. Second Row seat vinyl bench. ~~Option included in bid or bid price~~ S/P
- Q. Minimum 9’ space between front Driver and Passenger Seat for Aftermarket Consoles with Console Mounting Plate  
**Standard**
- R. Console Mounting Plate  
**Equipment mounting bracket standard**
- S. Tilt Steering Column  
**Standard**
- T. Audio – AM/FM Stereo with Single CD player with MP# Capability ~~\*CD player not available~~  
\* option 495.



REQUEST FOR QUOTATION

2016 or current model year, Pursuit Rated Four (4) Door Sedan and Utility Police Cruiser

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U. Rear View Camera ~~Standard~~ **1095**

~~\*Included in fleet park assist pkg~~

V. Reverse Back Up Sensor With Audible Interior Alarm

~~\*see notes above~~

W. Power Windows with one-touch up/down Driver's Side with Disable Feature  
**Standard**

X. Power Door Locks with Remote Keyless Entry  
**Standard**

Y. Spot Lamp – Driver's Side (LED)

~~Option included in bid price.~~

Z. Windshield Wipers – Front Speed Sensitive Intermittent; Rear Dual Speed Wiper

**Standard**

AA. Cruise Control

**Standard**

BB. Electric Rear Window Defroster

**Standard**

CC. License Plate Mounts – Front and Rear

**Standard**

DD. Rear Door Handles Inoperable / Rear Locks Inoperable / Rear Window Switches Inoperable

EE. Undercarriage Deflector Plate ~~Standard~~ **\*included in bid price**

~~\*Not Available~~ **295**

FF. Minimum 48 Cubic Feet of available Cargo Space

GG. Dark Car Feature (Courtesy Lamps Disable when any Door is Opened) ~~Standard~~ **Standard**

HH. Bluetooth Cellular Hands Free Feature

**Standard**

3.1.3 2016 or current model year, Pursuit Rated Four (4) Door Utility Police Cruiser must have interchangeable parts with Contract Item #1 (2016, or present model year, Pursuit Rated Four Door Sedan Police Cruiser) including but not limited to Front Brake Calipers, Rear Brake Calipers, Front and Rear Brake Pads, Front and Rear Brake Rotors, Oil Filter, Air Filter and Spark Plugs.

3.1.4 2016 or current model year, Pursuit Rated Four (4) Door Utility Police Cruiser will be purchased from available stock colors for the above

\* Dark blue is not available from Chrysler see bid for details.

described model. All bumper coverings and/or body side moldings are to be of the same color.

The vendor will customize the paint scheme by painting the traditional gold portion of the vehicle, which includes the roof of the vehicle, front and rear pillars (See Attachment B). Price will include sanding, priming, and paint application. Primer must be gray epoxy and the exact paint code may be obtained from RMS Pro Finishes, Attention, Jay Crisp (Phone 304-346-9661) prior to bid submission.

**3.1.5 Warranty:** The following are mandatory requirements as related to warranty.

C. Basic Comprehensive Warranty coverage – The vendor shall provide the vehicle manufacture’s basic whole vehicle warranty. The minimum length of warranty shall be three (3) years/ 36,000 miles and shall cover the entire vehicle bumper to bumper.

D. Basic Corrosion- the vendor shall provide the manufacturer’s standard Basic Corrosion warranty.

**3.2 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 correct 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.
- 3.2.1 Workmanship:** Vehicles shall be free from defects that may impair their operation, safety, emissions, and serviceability, or detract from appearance.
- 3.2.2 Operator's Manual:** 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.
- 3.2.3 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.
- 3.2.4 Agency Ordering Procedure:** WV State Agencies shall issue a CDO (Central Delivery Order). The CDO and following corresponding

forms: MV16 Order form DOA FM-005 (vehicle replacement) or DOA-FM-009 (Fleet Increase) shall be submitted to the Department of Administration Fleet Management Office for approval. Then shall be forwarded to the Purchasing Division for processing.

The purchase requisition must be thoroughly completed and must contain the following: the contract number from which the vehicle is being procured, and must be properly signed by all appropriate parties. Additionally, emergency order must clearly be stated on the purchase requisition.

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

#### 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 Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling in the unit price, the extended price, the total and the vendor information. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document

#### 5. ORDERING AND PAYMENT:

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor

shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within one hundred twenty (120) calendar days after orders are received. Vendor shall deliver emergency orders within sixty (60) calendar 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.

**The Vendor will deliver vehicles:** (Vehicles purchased by the West Virginia State Police will be delivered to 725, Jefferson Road, South Charleston, WV. During the hours between: 9:00 AM. EST. and 4:00 PM. EST. excluding State and Federal Holidays. Vehicles will not be accepted until inspected and approved by Agency. All repairs and corrections will be the responsibility of the Vendor. Vendor will provide Vendor's license, insurance (as required for dealer license) and reasonable management assistance for pre-delivery acceptance inspections.

- 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:** Standard order delivery shall be F.O.B. destination to the Agency's location. 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.
- 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. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. 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.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Inspection of Sample Vehicle(s):** Within three (3) weeks after issuance of a Purchase Order, the successful vendor shall make arrangements to deliver to the West Virginia State Police, 725 Jefferson Road, South Charleston, WV. A sample vehicle having the same general body, chassis, engine and transmission as the vehicle on which the bid was submitted. It will be used as a prototype for determining the methods of attaching various items of police equipment.
- 8.4 Pre-Delivery:** Prior to delivery each new vehicle must be completely serviced in accordance with Manufactures New-Car dealer "make ready" preparation and in accordance with these specifications and the manufactures recommendations. Each vehicle shall contain a pre-delivery check sheet signed by the mechanic(s) or individuals that serviced the same prior to the Agency inspection. Vehicle Owner's manual must be delivered with the vehicle. Upon delivery to the Agency the vehicle must be clean inside and out. No dealer insignia or dealer name is to be attached to the vehicle in any form.
- 8.5 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's 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.
- 8.6 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:** \_\_\_\_\_

REQUEST FOR QUOTATION  
2016 or current model year, Pursuit Rated Four (4) Door Sedan and Utility Police Cruiser

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Telephone Number: 304-645-1010

Fax Number: 304-645-1287

Email Address: gagfleetcommercial@gmail.com





**Picture is for illustrative purposes only.**

**This is an example of factory paint configuration for a**

**UNMARKED Cruiser.**

# Attachment "A"



Picture is for  
illustrative purpose only.  
This is FACTORY paint  
configuration



**Picture is for illustrative purposes only.**

**This is the CUSTOM paint configuration for a**

**MARKED Cruiser.**

# Attachment "B"



Picture is for  
illustrative purpose only.  
This is CUSTOM paint  
configuration

Exhibit A  
Price Sheet  
Police Pursuit Vehicles

Item	Description	Brand Vehicle Bid	Model Vehicle Bid	Unit of Measure	Unit Price	Est. Qty.	Estended Cost
3.1.1	Pursuit Rated four (4) door Sedan (Factory paint colors)	Dodge	Charger Pursuit	EA	\$25,290.00	100	\$2,529,000.00
		<del>Unmarked standard color</del>					<del>0.00</del>
3.1.1	Pursuit Rated four (4) door Sedan (Custom WV paint scheme)	Dodge	Charger Pursuit	EA	25,965.00	50	\$1,298,250.00
		<del>Standard color with WV paint Scheme</del>					<del>0.00</del>
3.1.2	Pursuit Rated four (4) door Police Utility Cruiser (Factory paint colors)			EA		100	0.00
3.1.2	Pursuit Rated four (4) door Police Utility Cruiser (Custom WV paint scheme)			EA		50	0.00
<b>TOTAL BID AMOUNT</b>							<b>0.00</b>

Estimated quantities are estimates only. Actual use may be more or less.  
Vendor should provide any supporting vehicle documentation with their submitted bid response.

\*\* Unmarkeddarked blue low production dark blue      \$25,735.00      \$27,735 x 100 = \$2,573,500.00  
 \*\* Marked6low productiondark blue      \$26,395.00      \$26,395.00 x 50 = \$1,298,250.00

WV-10  
Approved / Revised  
12/16/15

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 Vendor Preference, if applicable.

- 1.  **Application is made for 2.5% 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;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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% 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% vendor preference for the reason checked:**  
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
- 4.  **Application is made for 5% 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% 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% 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) rescind the contract or purchase order; 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.

**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: Grebrier Motor Co. Signed:   
Date: April 28, 20016 Title: Commercial Sales Manager

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

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

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

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

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

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

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Greenbrier Motor Co. Inc  
(Company)

Michael S. Cvizic Commercial Sales Manager  
(Authorized Signature) (Representative Name, Title)

304-645-1010 304-645-1287 Fax 540-969-6495 Cell  
(Phone Number) (Fax Number) (Date)



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Greenbrier Motor Company

Authorized Signature: Michael S. Cvizci Date: April 28, 2016

State of WV

County of Gok, to-wit:

Taken, subscribed, and sworn to before me this 28 day of April, 2016

My Commission expires 15 FEB, 2019

**AFFIX SEAL HERE**

NOTARY PUBLIC Timothy B. Beale

*Purchasing Affidavit (Revised 08/01/2015)*

