

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

State of West Virginia **Request for Quotation**

Proc Folder: 110420

Doc Description: Request to purchase one (1) 12-passenger van

Proc Type: Central Purchase Order

Date Issued **Solicitation Closes** Solicitation No Version 2015-10-05 2015-10-21 CRFQ 0805 PTR1600000003 13:30:00

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:

Bob Robinson Chevrolet Buick Pontiac GMC Cadillac P.O. Box 6420 Wheeling, WV 26003

304-233-8000 Phone 304-233-3127 FAX

10/20/15 09:12:36 (M) Purchasina Division

FOR INFORMATION	CONTACT	THE	BUYER
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Melissa Pettrey (304) 558-0094

Signature X

melissa.k.pettrey@wv.gov

Bob Robinson Chevrolet Buick Pontiac GMC Cadillac

P.O. Box 6420

Wheeling, WV 26003 PEALER FEIN#

55-0754357-001

DATE

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

ADDITIONAL INFORMAITON:

The West Virginia Purchasing Division for the agency, West Virginia Division of Public Transit, is soliciting bids for the one time purchase of one 2015, or latest model year, full size, 12-passenger van.

INVOICE TO		SHIP TO	
AUTHORIZED RECEIVER		GENERAL MANAGER	
PUBLIC TRANSIT DIVISION BLDG 5 RM 906	OF	PUBLIC TRANSIT DIVISI KANAWHA VALLEY REG	ON OF BIONAL TRANSPORTATION AUTHORITY
1900 KANAWHA BLVD E		1550 FOURTH AVE	
CHARLESTON	WV25305-0432	CHARLESTON	WV 25324
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Full-size, 12-passenger van, white	1.00000	EA	25,781.00	\$ 25,781.00

Chevrolet Express Passengen Van # CG23406	Comm Code	Manufacturer	Specification		Model #	
	25101505	Chovrolet	PassenGER	V */*	#	CG 23 406

Extended Description:

Full-size, 12-passenger van, white. Full list of standard equipment requirements in specifications.

 Line
 Event
 Event Date

 1
 Vendor Question Deadline @ 10:00 AM
 2015-10-09

Bob Robinson Chevrolet Buick Pontiac GMC Cadillac P. O. Box 6420 Wheeling, WV 26003

	Document Phase	Document Description	Page 3
PTR1600000003	Final .	Request to purchase one (1) 12 -passenger	of 3
		van	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Bob Robinson Chevrolet Buick Pontiac GMC Cadillac P. O. Box 6420 Wheeling, WV 26003

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

Question Submission Deadline: 10/9/2015 @ 10:00 A.M.

Submit Questions to: Melissa Pettrey

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: melissa.k.pettrey@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, and choses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus NA convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, 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)
Technica	1
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: 10/21/2015 @ 1:30 P.M.
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, womenowned, 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, womenowned, 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.

SPECIFICATIONS

Bob Robinson Chevrolet Buick Pontiac GMC Cadillac P. O. Box 6420 Wheeling, WV 26003

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Public Transit to establish a contract for the one time purchase of one 2015, or latest model year, full size, 12-passenger van.
- 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" means the full size, 12-passenger van as more fully described by these specifications.
 - 2.2 "CRQS" means the official Centralized Standard Requisition published by the Purchasing Division and identified as PTR1500000004.
 - 2.3 "Division" means the West Virginia Division of Public Transit.
 - 2.4 "EPA" means Environmental Protection Agency.
 - 2.5 "EPA City MPG Rating" means the Environmental Protection Agency's official Mile Per Gallon evaluation of a vehicles' city fuel economy for a given fuel type. Vendors must use the 2015 Fuel Economy Guide, for vehicle specific ratings which can be found at http://www.fueleconomy.gov/feg/printGuides.shtml
 - 2.6 "EPA Highway MPG Rating" means the Environmental Protection Agency's official Mile Per Gallon evaluation of a vehicles' highway fuel economy for a given fuel type. Vendors must use the 2015 Fuel Economy Guide, for vehicle specific ratings which can be found at http://www.fueleconomy.gov/feg/printGuides.shtml
 - 2.7 "Gross Vehicle Weight Rating (GVWR)" means the maximum loaded weight (including curb weight, operator & passenger weight, and payload) in pounds (lbs.) of a single vehicle. Vehicle manufacturers specify the maximum GVWR on the vehicle certification label.
 - 2.8 "Manufacturer/Brand" means the name of the maker of the contract item which will be supplied by the vendor.
 - 2.9 "MPG" means miles per gallon rating of a vehicles' fuel economy for a given fuel type as defined by the Environmental Protection Agency in the 2015 Fuel Economy Guide, for vehicle specific ratings which can be found at http://www.fueleconomy.gov/feg/printGuides.shtml
 - 2.10 "Model & Number" means the model name and model number associated with the contract item as defined by the manufacturer.
 - 2.11 "OEM" means Original Equipment Manufacturer.
 - 2.12 "Powertrain" means the group of components used to transmit engine power to the wheels. The powertrain includes the engine, clutch, transmission, universal joints, drive shaft, and rear-axle gears.
 - 2.13 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.14 "QVM" means Qualified Vehicle Modifier.
 - **2.15** "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

- 2.16 "Vendor Name" means the company name of the vendor who will be supplying the contract item(s) to the Division.
- 2.17 "Warranty" means the written guarantee issues with new motor vehicles or related equipment. It defines the manufacturer's responsibility for the repair or replacement of defective parts and other services provided as part of the purchase price. A warranty can be nullified if the user does not follow certain stipulations of the manufacturer, such as preventive maintenance.
- 2.18 "Wheelbase" means the distance from the centerline of the front axle to the centerline of the rear axle.

3. GENERAL REQUIREMENTS:

- 3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Full Size, 12-Passenger Van for Lewis County Senior Citizens Center (1)
 - 3.1.1.1 Standard Equipment Requirements The following are mandatory as related to the standard equipment requirements of the vehicle(s) requested. Each vehicle must contain the following:
 - A. Automatic Transmission
 - B. Power Steering
 - C. Power/ABS Brakes
 - D. AM/FM Radio installed
 - E. Manufacturer's Standard Tint Glass
 - F. Exterior power, left and right mirrors
 - G. License plate mounts located on the front and rear bumpers. Prior to delivery, all vehicles must be pre-drilled, with hardware installed, to meet specifications that require both front and rear license plates. Any vehicle delivered without such plate mounts will be rejected.
 - H. All season tires
 - I. Manufacturer's standard spare tire with jack
 - J. Installed rear window defogger; if available
 - K. Front bucket seats

- L. Installed front and rear air conditioning/heat
- M. Installed floor mats
- N. Installed front driver and passenger air bags
- O. Installed power window and locks on all doors
- P. Installed tilt wheel and cruise control
- O. Installed keyless entry
- R. Set of two seat belt extenders per vehicle
- S. Limited slip rear end (if available)
- 3.1.1.2 Unspecified Accessories & Features: All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to confirm to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included. Vehicles must have all equipment found on the manufacturer's base model plus other equipment requirements, packages, items, etc. needed to meet the specifications.
- 3.1.1.3 Fuel Type: The vehicle(s) shall be gasoline powered unless otherwise stated.
- **3.1.1.4 Pre-delivery Inspection:** Prior to delivery, all vehicles must be thoroughly inspected and serviced in compliance with the manufacturer's proscribed procedures which includes but is not limited to:
 - A. Complete vehicle lubrication;
 - B. Confirm oil level, fill crank case as needed, top off all fluids;
 - C. Adjust engine to proper operating condition;
 - D. Verify tire pressure and corrected as necessary;
 - E. Check front end alignment or four wheel alignment if applicable, perform alignment if needed, and balance all tires;
 - F. Wash/Clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, tags, etc.;

- G. Include a minimum of one owner's manual;
- H. Upon delivery, the vehicles fuel tanks shall be full of fuel;
- I. Include temporary license if required;
- J. Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered.
- K. No dealer insignia or other advertising shall be affixed to the vehicle or appear on any accessory such as mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising will be rejected;
- L. Perform operational checks which will cover all controls, systems, and devices, doors, windows, accessories, and road testing of the completed vehicle. Vehicle shall be driven at various speeds; brakes tested for dependability, vehicle checked for rattles, squeaks and must be in compliance with pre-delivery inspection/servicing procedures and make adjustments as necessary.
- 3.1.1.5 Workmanship: Vehicles shall be free from defects that may impair their operation, safety, emissions, and serviceability, or detract from appearance.
- 3.1.1.6 Operator's Manuals: The manufacturer shall furnish with the vehicle at least one copy of all warranty information and handbooks for the vehicle and any special equipment furnished with, or as a part of, the vehicle. This information shall be in hard copy form. The handbooks shall include as a minimum the vehicle's operator's manual, vehicle maintenance handbook, and special equipment handbook.
- 3.1.1.7 Statement of Origin or Bill of Sale: Manufacturer's Statement of Origin or Bill of Sale showing the applicable purchase order number for the vehicle procured shall be provided. The document shall be forwarded to the Division prior to shipment. Vehicle safety/emission tests are the responsibility of the requisition agency.

Upon delivery of the vehicle, all documentation (Title Application, Statement of Origin, Delivery/Odometer Statement, Etc.) in original form must be mailed or hand carried to:

WV Division of Public Transit 1900 Kanawha Blvd., East Building 5, Room 650 Charleston, WV 25305

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

- A. Basic Comprehensive Warranty Coverage The vendor shall provide the vehicle manufacturer's basic whole vehicle warranty. The minimum length of warranty shall be 3 years/36,000 miles and shall cover the entire vehicle (bumper to bumper).
- B. Basic Corrosion and Powertrain Warranty Coverage The vendor shall provide the manufacturer's standard Basic Corrosion and Powertrain Warranty.
- C. The Warranty shall include furnishing, without cost to the Division, (FOB vendor's nearest dealer or branch to vehicle's location), of new parts and assemblies to replace any that failed or malfunctioned within the warranty period. The Division may elect to have the corrective work performed at the vendor's location, branch, or dealership, or a manufacturer's factory authorized repair facility, or upon the vendor's approval, at a commercial or Government repair facility. The cost of labor involved in the replacement of the failed or malfunctioned part(s) or assemblies shall be borne by the vendor.
- D. Warranty Extensions If the vendor receives from any supplier, manufacturer, or subcontractor additional warranty coverage on the whole or any component of the vehicle, in the form of time and/or mileage including any pro rata arrangements, or the vendor generally extends to its commercial customers a greater or extended warranty coverage, the Division shall receive corresponding warranty benefits.
- 3.1.1.9 **Product Conformance:** The products provided shall meet the salient characteristics of this specification, conform to the manufacturer's own drawings, specifications, standards, and quality assurance practices, and be the same product offered for sale in the commercial market.
- 3.1.1.10 Federal Transit Administration (FTA) Terms and Conditions and Certification: Current FTA Terms and Conditions are included in this bid and must be met. Certifications for Vehicle Purchases, including Vehicle Pollution Requirements, Federal Motor Vehicle Safety Standards, Debarred Bidders, and Disadvantaged Business Enterprise Manufacturers Certification, must be signed and returned with the bid.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide the Division with a purchase price for the 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 Page: Vendor should complete the Pricing Page by by responding to the information requested in the "Vendor Name", "Manufacturer/Brand", "Model & Number", "EPA Highway MPG Rating", "EPA City MPG Rating", "Unit Price", "Quantity", and "Total Bid Price" for the contract item. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

Vendor Bid Response Section: The vendor shall use the EPA mileage ratings from the 2015 Fuel Economy Guide for Highway and City MPG ratings for the vehicle(s). If the vehicle is not present in the 2015 Fuel Economy Guide, vendors must utilize the EPA Mileage rating provided by the manufacturer for 2015 model vehicles. Vendors should submit documentation from the manufacturer, with their bid response, for the vehicle EPA mileage ratings not present in the 2015 Fuel Economy Guide. Inclusion of this documentation, with the bid, will expedite the evaluation process.

A vehicle evaluated on the basis of the EPA Mileage rating provided by the manufacturer will be re-evaluated when the vendors notify the Purchasing Division that the vehicle's EPA Mileage rating is now available on the 2015 Fuel Economy Guide. The notification requirement in the preceding paragraph applies to all vendors in a given class, not just to the vendor providing the vehicle with EPA Mileage from the manufacturer.

The re-evaluation will utilize the EPA mileage ratings from the 2015 Fuel Economy Guide in place of the EPA Mileage rating from the manufacturer. In the event that two EPA mileage ratings differ, the re-evaluation may result in cancellation of the existing award and re-award of the vehicle to another vendor.

- **4.2.1** "EPA Highway MPG Rating" & EPA City MPG Rating" segments: The EPA mileage ratings for Highway and City MPG are supplied by the US Environmental Protection Agency at the following website: http://www.fueleconomy.gov/feg/printGuides.shtml . Vendor shall provide each corresponding EPA MPG rating in the cell provided.
- 4.2.2 "Unit Price", "Quantity" and "Total Bid Price" segments: The Unit Price is the base vehicle price including standard equipment requirements, vehicle requirements and any additional requirements for the contract item. The Quantity is the number of items requested. The Total Bid Price is the Unit Price times the Quantity.
- 4.2.3 "Option": Mileage charges for delivery should be listed under the "Option" section of the pricing page. FOB to Kanawha Valley Regional Transit

Authority (KRT), Charleston, WV refers to the delivery charges, that, at time of order, the vendor will add to their final bid amount. If no response is received in this field, it will be assumed the vendor will not be charging delivery. This option will not be evaluated as part of the reward.

General: Vendors should complete the Pricing Page in its entirety as failure to do so may result in the Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Invoice should be submitted to the Division.

6. DELIVERY AND RETURN:

6.1 Delivery Time and Location: Vendor shall deliver the vehicle within 120 working days after the order is received.

Delivery shall be FOB destination to Kanawha Valley Regional Transit Authority (KRT), 1550 4th Avenue, Charleston, WV 25324. Vendor must contact KRT 24 hours before delivery at 304-343-7594. No deliveries will be accepted at KRT after 2:00 PM on weekdays nor on weekends.

6.2 Late Delivery: The Division must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to the Division will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

- 6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location. Vendor shall include the cost of order delivery charges in its bid pricing and is not permitted to charge the Division separately for such delivery.
- **6.4** Return of Unacceptable Items: If the Division 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 Division to arrange for the return and reimburse Division for delivery expenses. All returns of unacceptable items shall be F.O.B. the Division's location. The returned product shall either be replaced, or the Division shall receive a full credit or refund for the purchase price, at the Division's discretion.

7 MISCELLANEOUS:

- 7.1 No substitutions: Vendor shall supply only contract items submitted in response to the CROS unless a contract modification is approved in accordance with the provisions in this contract.
- 7.2 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 Wanager

Telephone Number

Fax Number

Email Address

Bob Robinson Chevrolet But Pontiac GMC Caddilact
P. O. Box 6420
Wheeling, WV 26003

Bob Robinson Chevrolet Buick

8 VENDOR DEFAULT:

- 8.1 The following shall be considered a vendor default under this Contract.
 - 8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 8.1.2 Failure to comply with other specifications and requirements contained herein.
 - 8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 8.1.4 Failure to remedy deficient performance upon request.
- **8.2** The following remedies shall be available to the Division upon default.
 - **8.2.1** Immediate cancellation of the Contract.

Bob Robinson Charles Pontiac C. Marches Br. P. O. Box 6424 Wheeling, Way 23000

- **8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3 Any other remedies available in law or equity.

Bob Robinson Chatter in Police Pontiac GMC Cacillate P. O. Box 6426 Wheeling, WV 26063

CERTIFICATIONAND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, 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.

Bob Robinson Chery-Brick- GMC-CAOILLAC, Inc.

Authorized Signature) (Representative Name, Title)

Bob Robinson Chevrolet Buick Pontiac GWC Cadillac P. O. Box 6420 Wheeling, WV 26003

304-233-8000

304-233-3127 10-17-15

(Phone Number) (Fax Number) (Date)

Federal funding for this project is being provided by the Federal Transit Administration through CFDA	for	c	% of	:
the project cost.				

No Federal Government Obligations to Third Parties

- (1) The WV Division of Public Transit and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the WV Division of Public Transit, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

- (1) The Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 <u>et seq.</u> and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Transit Administration (FTA) assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Vendor further acknowledges that if it makes, or causes to be made, a false, flotitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.
- (2) The Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Vendor, to the extent the Federal Government deems appropriate.
- (3) The Vendor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Exclusionary or Discriminatory Specifications

The Vendor agrees that it will comply with the requirements of 49 U.S.C. § 5325(h) by refraining from using any Federal assistance awarded by the WV Division of Public Transit to support procurements using exclusionary or discriminatory specifications.

Geographic Restrictions

The Federal Transit Administration's "Third Party Contracting Circular" (4220.1F), requires grantees (the Division) to conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Therefore, the in-state vendor preference shall not apply to this procurement since it is partially or entirely funded with Federal Transit Administration funds.

Audit and Inspection

The Vendor agrees to permit the WV Division of Public Transit, the Secretary of the United States Department of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Contract work, materials, payrolls, and other data and records with regard to the Contract. The Vendor also agrees to permit an audit of the books, records, and accounts of the Vendor and its subcontractors.

Disadvantaged Business Enterprise (DBE)

The Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The requirements of 49 C.F.R. Part 26 and the WV Department of Transportation's (WVDOT) U.S. Department of Transportation (USDOT) approved Disadvantaged Business Enterprise (DBE) Program are incorporated in the Contract by reference. The Vendor agrees to take all necessary and reasonable staps under the requirements of 49 C.F.R. Part 26 and the USDOT approved Disadvantaged Business Enterprise (DBE) Program (where required) to ensure that eligible DBEs have the maximum feasible opportunity to participate in USDOT approved Contracts. Failure by the Vendor to carry out these requirements is a material breach of the Contract, which may result in the termination of this Contract or such other remedy as the WV Division of Public Transit deems appropriate.

Civil Rights

The following requirements apply to the underlying contract:

- (1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d of seq., Section 4 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et. seq., Section 102 of the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and Federal transit law at 49 U.S.C. § 5332, as amended by MAP 21, the Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, national origin, religion, sex, disability or age. In addition, the Vendor agrees to comply with any other applicable Federal statutes that may be signed into law or regulations that may be promulgated.
- (2) <u>Equal Employment Opportunity</u>. The following equal employment opportunity requirements apply to the underlying contract:
- (a) Race, Color, National Origin, Religion, Sex, Disability or Age. In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity," Department of Labor, "41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, national origin, religion, sex, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may Issue.
- (b) Age. In accordance with Section 4 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq and implementing regulations, and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.
- (c) <u>Disabilities</u>. In accordance with Section 102 of the Americans With Disabilities Act, as amended, 42 U.S.C. § 12112, the Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to implement the Equal Employment Provisions of the Americans With Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities. In addition, the Vendor agrees to compty with any implementing requirements FTA may issue.
- (3) The Vendor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Energy Conservation

The Vendor agrees to comply with, and obtain the compliance of its subcontractors, with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

Clean Air & Clean Water Requirements

- (1) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7414 and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and Section 508 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1368, and other provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Vendor agrees to report each violation to the WV Division of Public Transit and understands and agrees that the WV Division of Public Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided from FTA.

Application of Federal, State and Local Laws and Regulations

To achieve compliance with changing federal, state and local requirements, the Vendor shall note that federal, state and local requirements may change and the changed requirements will apply to this Contract as required.

Labor Provisions

The Vendor shall comply with Section 102 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 et seq., esp. § 3702 & 3704) as supplemented by Department of Labor Regulations (29 CFR, § 5 & 29 CFR § 1926) as they involve the employment of mechanics and laborers.

Overtime Requirements. No Vendor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

<u>Violation; Liability for Unpaid Wages; Liquidated Damages.</u> In the event of any violation of the clause set forth in paragraph (2) of this section, the Vendor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States for Ilquidated damages. Such Ilquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (2) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (2) of this section.

Withholding for Unpaid Wages and Liquidated Damages. The WV Division of Public Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3) of this section.

<u>Subcontracts</u>. The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Payrolis and Basic Records. Payrolls and basic records relating thereto shall be maintained by the Vendor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), dally and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR .5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Vendor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Vendors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

Termination

(a) Termination for Convenience

The WV Division of Public Transit may terminate this contract, in whole or in part, at any time by written notice to the Vendor when it is in the Government's best interest. The Vendor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Vendor shall promptly submit its termination claim to the WV Division of Public Transit to be paid to the Vendor. If the Vendor has any property in its possession belonging to the WV Division of Public Transit, the Vendor will account for the same, and dispose of it in the manner the WV Division of Public Transit directs.

(b) Termination for Default (Breach or Cause)

If the Vendor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Vendor falls to perform in the manner called for in the contract, or if the Vendor falls to comply with any other provisions of the contract, the WV Division of Public Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Vendor is in default. The Vendor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the WV Division of Public Transit that the Vendor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Vendor, the WV Division of Public Transit, after setting up a new delivery of performance schedule, may allow the Vendor to continue work, or treat the termination as a termination for convenience.

(c) Opportunity to Cure

The WV Division of Public Transit in its sole discretion may, in the case of a termination for breach or default, allow the Vendor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Vendor falls to remedy to the WV Division of Public Transit's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Vendor or written notice from the WV Division of Public Transit setting forth the nature of said breach or default, the WV Division of Public Transit shall have the right to terminate the Contract without any

further obligation to Vendor. Any such termination for default shall not in any way operate to preclude the WV Division of Public Transit from also pursuing all available remedies against Vendor and its sureties for said breach or default.

(d) Waiver of Remedles for Any Breach

In the event that the WV Division of Public Transit elects to waive its remedies for any breach by Vendor of any covenant, term or condition of this Contract, such waiver by the WV Division of Public Transit shall not limit the WV Division of Public Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Bankruptcy

Upon entering of a judgment of bankruptcy or insolvency by or against a Vendor, the WV Division of Public Transit may terminate this Contract for cause.

FTA Role In Bid Protests

Under the Federal Transit Administration's Circular 4220.1F, the Federal Transit Administration's (FTA's) appeals process for reviewing protests of a recipient's procurement decisions are:

- 1. Requirements for the Protester. The protester must:
- a. <u>Qualify as an "Interested Party."</u> Only an "Interested party" qualifies for FTA review of its appeal. An "Interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or fallure to award the contract at issue.
 - Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic
 interest in the results of the procurement.
 - 2. Conscrtia/Joint Ventures/Partemerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
 - 3. <u>Assocations or Organizations</u>. An association or organization that does not perform contracts does not qualify as an "interested party," because it does not have a direct economic interest in the results of the procurement.
- b. Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the WV Division of Public Transit's protest procedures to completion before appealing the WV Division of Public Transit's decision to FTA.
- c. <u>Appeal Within Five Days</u>. The protester must deliver its appeal to the FTA Regional Administrator, Region III, 1760 Market Street, Suite 500, Philadelphia, PA 19103-4124 within five (5) working days of the date when the protester has received actual or constructive notice of the WV Division of Public Transit's final decision. Likewise, the protester must provide its appeal to the same address within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the WV Division of Public Transit's failure to have or failure to comply with its protest procedures or failure to review the protest.
- 2. Extent of FTA Review. FTA limits its review of protests to:
- Failure of the Division of Public Transit to have or adhere to its written bid protest procedures, or failure of the Division of Public Transit to review a complaint or protest.
- Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative authorities.
- Alleged violations of a specific Federal Law or regulation that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal Law or regulation. See, e.g., Buy America Requirements, 49 C.F.R. Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 C.F.R. Section 26.89.

FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

3. FTA Determinations to Decline Protest Reviews. FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the Division of Public Transit's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

Prohibited Interest

No employee, officer, board member, agent or their family members of the WV Division of Public Transit may participate in the selection, award, or administration of a Contract supported by Federal funds if a real or apparent conflict of interest is involved.

Such a conflict could arise when any of the parties mentioned above have a financial or other interest in the Vendor selected for the

Preference for Recycled Products

The Vendor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the Items designated in Subpart B of 40 CFR Part 247.

Metric System

As required by U.S. DOT or FTA, the Vendor agrees to use the metric system of measurement in its Project activities, as may be required by Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a et. seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs, "15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA.

Hold Harmless

The Vendor agrees to protect, defend, Indemnify and hold the WV Division of Public Transit, its officers, employees and agents free and harmless from and against any and all losses, penalties, darnages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decrees of any court, shall be included in the indemnity hereunder. The Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

Licensing and Permits

The Vendor shall be appropriately licensed for the work required as a result of the Contract. The cost for any required licenses or permits shall be the responsibility of the Vendor. The Vendor is liable for any and all taxes due as a result of the Contract.

Compliance with Laws and Permits

The Vendor shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules, Regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of the Contract and the other Contract documents. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Vendor shall furnish to the WV Division of Public Transit certificates of compliance with all such laws, orders, and regulations.

Prompt Payment

The prime Contractor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime Vendor receives from the Division of Public Transit. The Vendor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Division of Public Transit. This clause applies to both DBE and non-DBE subcontractors.

Cargo Preference

The Vendor agrees:

To utilize privately owned United States--Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States--Flag commercial vessels;

To furnish Within twenty (20) working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill of lading in English for each shipment of cargo described in the paragraph above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Division of Public Transit (through the Vendor in the case of a subcontractor's bill of lading.)

To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Federal Regulation Changes

Vendor shall at all times compty with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA(21) dated October 1, 2014) between the WV Department of Transportation, Division of Public Transit and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Vendor's failure to so comply shall constitute a material breach of this contract.

Severability

In the event any provision of the Contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

Debarment and Suspension

Vendor agrees to comply, and assures the compliance of any other participant at any tier of the project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.S. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OBM) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The vendor agrees to, and assures that any other participant at any tier of the project will review the U.S. GSA's debarment and suspension information available at https://www.sam.gov, before entering into any other arrangement in connection with the project.

By signing and submitting its bid or proposal, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the WV Division of Public Transit. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the WV Division of Public Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Accessibility

Vendor agrees that products provided shall be in accordance with the 42 U.S.C. Sections 12101 et seq. and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "American with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Vendor shall not perform any act, fall to perform any act, or refuse to comply with any WV Division of Public Transit requests that would cause the WV Division of Public Transit to be in violation of the FTA terms and conditions.

05/06/2015

ATTENTION VENDOR

The purchase of these vehicles is being paid with federal monies. In order for the Division to be in compliance with our federal grantor:

PLEASE COMPLETE THE CERTIFICATIONS FOR VEHICLE PURCHASES PAGE AND RETURN TO THE DIVISION UPON RECEIPT

Christina Risk
WV DOT, Division of Public Transit
Building 5, Room 906
1900 Kanawha Boulevard, East
Charleston, WV 25305-0432

CERTIFICATIONS FOR VEHICLE PURCHASES

VEHICLE POLLUTION REQUIREMENTS

The Vendor certifies the vehicle(s) being offered is in compliance with the air pollution criteria established A. by the Environmental Protection Agency of the United States Government.

FEDERAL MOTOR VEHICLE SAFETY STANDARDS

The Vendor certifies that it shall submit, as required by Title 49 of the CFR, Part 663 - Subpart D, it's selfcertification information stating that the vehicle(s) will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

DEBARRED BIDDERS

The Vendor certifies that it is not included on the U.S. Comptroller General's Consolidated List of Persons C, or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

DISADVANTAGED BUSINESS ENTERPRISE

	MANUFACTURERS CERTIFICATION
D.	(Check Appropriate Statement)
	The Vendor, <u>if a transit vehicle manufacturer</u> , hereby certifies that it has compiled with the requirements of 49 CFR Section 26.49 by submitting an annual DBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by FTA.
	The Vendor, if a non-manufacturing supplier, hereby certifies that the manufacturer of the transit vehicle(s) to be supplied has complied with the above referenced requirement of 49 CFR Section 26.49.
	Authorized Signature: Tolant Olyana Selb Hobinson Chevrolet Buick Pontiac GMC Cadillac P. O. Box 6420
	Company Name: BOB Robinson Chevy - Brick - GMC - CAD- INCheeling, WV 26003
	Date: 10-17-2015

Exhibit "A" Pricing Page

Full-Size, 12 Passenger Van

	Bo	ob Robi	nson	'Uestoier prick	•
Vendor Name:	/			IC Cadillac	
Manufacturer/Brand:	D. A.			wv 26003	
/	Evanse	wne			
Model Name & Number:	<u> Express</u>		<u>دا</u>	23406	
	•				
Vehicle Requirements:					
Classification:	Full-Size Van				
Drive:	Rear Wheel				
Passenger Seating:	12 minimum (in	cludin	g driv	er)	
Doors:	4 minimum				
Wheelbase:	134 inches, min	imum			
GVWR:		/9930			
Engine:	8 cylinder minin			_	
Additional Requirements The vehicle bid shall inclu 3.1.1.1 of the specification	de the standard ed	ţuipme	ent re	quirements as	s required in section
Vendor Bid Response:					
Vehicle Fuel Type	Unit Price]			
Gasoline	\$ 25, 781, 00	9			
Option: FOB to KRT in Charl	eston. WV	\$		0	

^{*}Note- The above delivery option is not evaluated as art of the award.

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.

WITHESS THE FOLLOWING SIGNATURE	Bob Robinson Chevrolet Buick Pontiac GMC Cadillac
Vendor's Name:	P. O. Box 6420 Wheeling, WV 26003
Authorized Signature: Journal &	
State of West VIRGINA	1A O
County of MARSHAW, to-w	rit: 124 01/
Taken, subscribed, and sworn to before me	this 17th day of October 2015
My Commission expires $8-18$	20 7
AFFIX SEAL HERE	NOTARY PUBLIC Blong
	Purchasing Affidavit (Revised 08/01/2015

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Brien S. Long
302 12th Street
Glen Dale WV 26038
My Commission Expires August 18, 2021

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO. PTR1600000003

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.

	umbers Received: ox next to each addendum	received)	
	Addendum No. 1		Addendum No. 6
	Addendum No. 2		Addendum No. 7
	Addendum No. 3		Addendum No. 8
	Addendum No. 4		Addendum No. 9
	Addendum No. 5		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. Bob Robinson Chevrolet Buick Pontiac GMC Cadillac P. O. Box 6420 Wheeling, WV 26003			
Company			
Authorized S:	R Omaga ignature		Dealen
Date /0	-17-2015		
NOTE: Thi	_	gement sho	uld be submitted with the bid to expedite

Bob Robinson Chevrolet Buick Pontiac GMC Cadillac P. O. Box 6420 Wheeling, WV 26003

2016 Fleet/Non-Retail Chevrolet Express Passenger RWD 2500 135" LS C PRICING SUMMARY

PRICING SUMMARY - 2016 Fleet/Non-Retail CG23406 RWD 2500 135" LS

	<u>VQ2</u>	<u>M\$RP</u>
Base Price	\$29,691.00	\$32,990.00
Total Options:	W/A	W/A
Vehicle Subtotal	W/A	W/A
Advert/Adjustments	\$0.00	\$0.00
Destination Charge	\$995.00	\$995.00
GRAND TOTAL	W/A	W/A

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Bob Robinson Chevrolet Buick Pontiac GMC Cadillac P. O. Box 6420 Wheeling, WV 26003

2016 Fleet/Non-Retail Chevrolet Express Passenger RWD 2500 135" LS C SELECTED MODEL & OPTIONS

SELECTED MODEL - 2016 Fleet/Non-Retail CG23406 RWD 2500 135" LS

 Code
 Description
 VQ2
 MSRP

 CG23406
 2016 Chevrolet Express Passenger RWD
 \$29,691.00
 \$32,990.00

 2500 135" LS

SELECTED VEHICLE COLORS - 2016 Fleet/Non-Retail CG23406 RWD 2500 135" LS

Code

CATEGORY

Description

Interior: No color has been selected.

Exterior 1: No color has been selected.

Exterior 2: No color has been selected.

SELECTED OPTIONS - 2016 Fleet/Non-Retail CG23406 RWD 2500 135" LS

OTTILOUITI			
<u>Code</u>	Description	VQ2	MSRP
EMISSIONS			
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00	\$0.00
ENGINE			
L20	ENGINE, VORTEC 4.8L V8 SFI (285 hp [212.5 kW] @ 5400 rpm, 295 lb-ft of torque [398.3 N-m] @ 4600 rpm) (STD) (Includes external engine oil cooler. Reference the Engine/Axle page for availability.)	\$0.00	\$0.00
TRANSMISSIO			
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode and internal transmission oil cooler (STD) (Includes external engine oil cooler. Reference the Engine/Axle page for availability.)	\$0.00	\$0.00
AXLE	,,		
GU6	REAR AXLE, 3.42 RATIO (Reference the Engine/Axle page for availability.)	\$0.00	\$0.00
	QUIPMENT GROUP		
1LS	LS PREFERRED EQUIPMENT GROUP Includes Standard Equipment	\$0.00	\$0.00

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Bob Robinson Chevrolet Buick Pontiac GMC Cadillac P. O. Box 6420 Wheeling, WV 26003

2016 Fleet/Non-Retail Chevrolet Express Passenger RWD 2500 135" LS C SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CG23406 RWD 2500 135" LS

CATEGORY			
<u>Code</u>	<u>Description</u>	<u>VQ2</u>	<u>MSRP</u>
PAINT SCHEM	E		
ZY1	PAINT, SOLID (STD)	\$0.00	\$0.00
PAINT			
GAZ	SUMMIT WHITE	\$0.00	\$0.00
SEATING ARR	SEATING ARRANGEMENT		
ZX5	SEATING, 12-PASSENGER, (2-3-3-4 SEATING CONFIGURATION) 4-passenger seat is a 50/50 split, 2-piece configuration (STD)	\$0.00	\$0.00
SEAT TYPE			
AR7	SEATS, FRONT BUCKET WITH CUSTOM VINYL TRIM and outboard head restraints, includes inboard amrests (STD) (Requires (**W) interior trim. When ordering a seating arrangement that includes rear seats, includes rear bench seats with vinyl trim. Head restraints are not available on rear bench seats.)	\$0.00	\$0.00
SEAT TRIM	,		
93W	MEDIUM PEWTER, CUSTOM VINYL	\$0.00	\$0.00
RADIO			
ИОН	AUDIO SYSTEM, AM/FM STEREO WITH MP3 PLAYER and USB port, includes seek-and-scan, digital clock, TheftLock, random select, auxiliary jacks and 2 front door speakers (Not available with (NP5) leather wrapped steering wheel.)	\$88.00	\$100.00
ADDITIONAL E			
KG3	ALTERNATOR, 145 AMPS (Included with (C69) rear air conditioning.)	INC	INC
G80	DIFFERENTIAL, HEAVY-DUTY LOCKING REAR	\$286.00	\$325.00
DE5	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE, BLACK, MANUAL-FOLDING (Not available with (R8J) power window delete.)	\$101.20	\$115.00
USR	AUDIO SYSTEM FEATURE, USB PORT (Included and only available with (U0H) AM/FM stereo with MP3 player, (US8) AM/FM stereo with MP3 compatible CD player or (UI8) Chevrolet MyLink radio with navigation.)	INC	INC
B30	FLOOR COVERING, FULL-FLOOR COLOR-KEYED CARPETING with front and rear rubberized vinyl floor mats	\$162.80	\$185.00

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Eob Robinson Chevrolet Buick Pontiac GMC Cadillac P. O. Box 6420 Wheeling, WV 26003

2016 Fleet/Non-Retail Chevrolet Express Passenger RWD 2500 135" LS C SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CG23406 RWD 2500 135" LS

CATEGORY

Co	de <u>Description</u>	VQ2	MSRP
ADDITIO	NAL EQUIPMENT		
U8	COMPASS, 8-POINT DIGITAL located in the Driver Information Center (Included and only available with (C69) rear air conditioning.)	INC	INC
ZQ		\$347.60	\$395.00
AT		\$149.60	\$170.00
КЗ	CRUISE CONTROL (Included and only available with (ZQ3) Convenience Package, tilt-wheel and cruise control.)	INC	INC
C6		W/A	W/A
C3		INC	INC
C4		\$136.40	\$155.00
DH	VISORS, DRIVER AND FRONT PASSENGER, PADDED WITH CLOTH TRIM and dual vanity mirrors, illuminated on passenger-side (Included and only available with (TR9) auxiliary lighting. Standard on CG33706.)	INC	INC
TR		\$132.00	\$150.00
OPTIONS	TOTAL	W/A	W/A

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Bob Robinson Chevrolet Buick Pontiac GMC Cadillac P. O. Box 6420 Wheeling, WV 26003

2016 Fleet/Non-Retail Chevrolet Express Passenger RWD 2500 135" LS C STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CG23406 RWD 2500 135" LS

ENTERTAINMENT

- Audio system, AM/FM stereo with MP3 player seek-and-scan, digital clock and 2 front door speakers (Not available with (NP5) leather wrapped steering wheel.)
- OnStar with 4G LTE and built-in Wi-Fi hotspot to connect to the internet at 4G LTE speeds, includes 3GB or 3 months
 OnStar Data Trial (whichever comes first) (Included and only available with (UE1) OnStar. Available 4G LTE Wi-Fi
 requires compatible mobile device, active OnStar subscription and data plan after trial.)

EXTERIOR

- Wheels, 4 16" x 6.5" (40.6 cm x 16.5 cm) steel includes Gray center caps and steel spare
- Tires, front LT245/75R16E all-season, blackwall
- Tires, rear LT245/75R16E all-season, blackwall
- Tire, spare LT245/75R16E all-season, blackwall
- · Body, standard
- Bumpers, front and rear painted Black with step-pad (Deleted when (V37) front and rear chrome bumpers is ordered.)
- · Grille, Black composite with single rectangular halogen headlamps
- Headlamps, halogen
- Mirrors, outside manual, Black
- Glass, Solar-Ray deep-tinted (all windows except light-tinted glass on windshield and driver- and front passenger-side glass)
- Glass, swing-out side door windows
- Glass, swing-out rear cargo door windows
- Glass, enhanced-technology, rearmost side windows. 3-layer special glass is designed to help reduce the risk of
 ejection during a crash (Standard on CG23406, CG33406, and CG33706 models with 12- and 15- passenger seating.)
- Glass, full-body window package (Includes (A18) swing-out rear cargo door window glass and (A19) swing-out side door window glass.)
- Wipers, front intermittent wet-arm with pulse washers
- License plate kit, front
- Door, swing-out passenger-side, 60/40 split

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2016 Fleet/Non-Retail Chevrolet Express Passenger RWD 2500 135" LS C STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CG23406 RWD 2500 135" LS

INTERIOR

- Seats, front bucket with custom vinyl trim and outboard head restraints, includes inboard armrests (Requires (**W) interior trim. When ordering a seating arrangement that includes rear seats, includes rear bench seats with vinyl trim. Head restraints are not available on rear bench seats.)
- Seating, 12-passenger, (2-3-3-4 seating configuration) 4-passenger seat is a 50/50 split, 2-piece configuration
- · Console, engine cover with open storage bin
- · Cup holders, 3 on the engine console cover
- Power outlets 2 auxiliary on engine console cover with covers, 12-volt
- Power outlet, 120-volt
- Floor covering, full-length Black rubberized-vinvl
- Steering wheel steel sleeve column with theft-deterrent locking feature, Black
- Instrumentation, analog with speedometer, odometer with trip odometer, fuel level, voltmeter, engine temperature and oil pressure
- Driver Information Center includes fuel range, average speed, oil life, tire pressure monitoring, fuel used, ice warning, engine hours, average fuel economy, tachometer, and maintenance reminders. Compass and outside temperature available if equipped. (When (FHZ) Dedicated Compressed Natural Gas (CNG) system is ordered, includes average speed, oil life, tire pressure monitoring, ice warning, engine hours, tachometer and maintenance reminders. Compass and outside temperature available if equipped.)
- Oil life monitor
- Warning tones, headlamp on and key-in-ignition.
- Convenience Package power windows and door locks (Includes (AU3) power door locks, power windows and (KI4)
 110-volt power outlets. NOTE: Does not include (ATG) Remote Keyless Entry. (ATG) Remote Keyless Entry must be
 ordered separately.)
- Door locks, power with lock-out protection (NOTE: Does not include (ATG) Remote Keyless Entry. (ATG) Remote Keyless Entry must be ordered separately.)
- Theft-deterrent system, vehicle, PASS-Key III
- Air conditioning, single-zone manual
- Defogger, front and side windows
- · Mirror, inside rearview manual day/night

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Bob Robinson Chevrolet Buick Pontiac GMC Cadillac P. O. Box 6420 Wheeling, WV 26003

2016 Fleet/Non-Retail Chevrolet Express Passenger RWD 2500 135" LS C STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CG23406 RWD 2500 135" LS

- Headliner, cloth
- Visors, driver and front passenger, cloth, padded (Not available on CG33706 models. Not available with (TR9) auxiliary lighting or (C69) rear air conditioning or (DAA) driver and front passenger vinyl visors or (DH6) driver and front passenger visors padded with cloth trim.)
- · Assist handle, front passenger
- Lighting, interior with 2 dome lights defeat switch and door handle-activated switches
- OnStar Basic plan for 5 years including limited RemoteLink mobile app services, Vehicle Diagnostics and Dealer Maintenance Notification (Basic Plan available for 5 years from the date of vehicle delivery, and is transferable. Does not include Emergency, Security or Navigation services.)

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2016 Fleet/Non-Retail Chevrolet Express Passenger RWD 2500 135" LS C STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CG23406 RWD 2500 135" LS

MECHANICAL

- Engine, Vortec 4.8L V8 SFI (285 hp [212.5 kW] @ 5400 rpm, 295 lb-ft of torque [398.3 N-m] @ 4600 rpm) (Includes external engine oil cooler. Reference the Engine/Axle page for availability.)
- Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode and internal transmission oil cooler (Includes external engine oil cooler. Reference the Engine/Axle page for availability.)
- Rear axle, 3.42 ratio (Reference the Engine/Axle page for availability.)
- Tow/haul mode selector, instrument panel-mounted
- Rear-wheel drive
- Transmission oil cooler, external
- Battery, 600 cold-cranking amps, maintenance-free with rundown protection and retained accessory power
- Alternator, 105 amps (Deleted when (C69) rear air conditioning is ordered.)
- Frame, ladder-type
- Suspension, front independent with coil springs and stabilizer bar
- · Suspension, rear hypoid drive axle with multi-leaf springs
- GVWR, 8600 lbs. (3901 kg) (Standard on CG23406 model. Reference the Engine/Axle page for availability.)
- Steering, power
- Brakes, 4-wheel antilock, 4-wheel disc
- Fuel tank capacity, mid-frame and approximately 31 gallons (117.3L)
- Exhaust, aluminized stainless-steel muffler and tailpipe

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2016 Fleet/Non-Retail Chevrolet Express Passenger RWD 2500 135" LS C STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CG23406 RWD 2500 135" LS

SAFETY

- StabiliTrak, traction assistance and vehicle stability enhancement system
- · Brake/transmission shift interlock for automatic transmissions
- · Door beams, steel-side
- Daytime Running Lamps
- Air bags, frontal, driver and right-front passenger (Includes passenger-side air bag deactivation switch. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Air bags, head/side-curtain provides coverage for first 3-rows only. Enhanced-technology glass is provided for the
 fourth and fifth rows when equipped with 12- and 15-passenger seating. (Always use safety belts and child restraints.
 Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for
 more information.)
- OnStar Guidance plan for 6 months including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance, Turn-by-Turn Navigation, Vehicle Diagnostics and more (trial excludes Hands-Free Calling) (Visit www.onstar.com for vehicle availability, details and system limitations. Services may vary by model and conditions.
- Child seat anchors all three passenger rear seats have four anchors and two tethers
- Tire Pressure Monitoring System (does not apply to spare tires)

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