



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


State of West Virginia
 Centralized Request for Quote
 Vehicles

Proc Folder: 785616		Reason for Modification: ADDENDUM_1	
Doc Description: MV21 - 2021 OR LATEST MODEL VEHICLE			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-10-05	2020-10-13 13:30	CRFQ 0212 SWC2100000004	2

BID RECEIVING LOCATION	RECEIVED
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US	2020 OCT 13 AM 10:29 WV PURCHASING DIVISION

VENDOR	
Vendor Customer Code:	
Vendor Name :	JIM ROBINSON INC
Address :	55 ROBINSON DRIVE
Street :	TRIADELPHIA, WV 26059
City :	
State :	Country :
Principal Contact : Brian S. Long	Contact Brian Long @ROBINSON AUTO FLEET SALES
Vendor Contact Phone: 304-233-8000	FOR INFO ON THIS CONTRACT
Extension:	304-233-8000
	304-281-4342 CELL
	304-233-3127 FAX
	BSLONG811@LIVE.COM
	Zip :

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Vendor Signature X 

FEIN# 55-0642562 DATE 10-12-2020

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

ADDITIONAL INFORMATION

ADDENDUM_1: Is issued for the following:

1. To publish a response to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of all state agencies and political subdivisions to establish an open-end contract for 2021, or latest model year, Motor Vehicles - Classes 1- 17, per attached documents.

INVOICE TO

ALL STATE AGENCIES
 VARIOUS LOCATIONS AS INDICATED BY ORDER

No City WV 99999
 US

SHIP TO

STATE OF WEST VIRGINIA
 VARIOUS LOCATIONS AS INDICATED BY ORDER

No City WV 99999
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25100000	<i>Toyota</i>	<i>VARIOUS</i>	<i>MODELS</i>

Extended Description:

MV21 - 2021 or latest model vehicle:

Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.
 If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.
 Vendor shall enter pricing into the Exhibit_A Excel pages and must attach with bid.
 See section 18 of Instructions to Bidders.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 2:00pm EDT:	2020-10-05

	Document Phase	Document Description	Page
SWC2100000004	Final	MV21 - 2021 OR LATEST MODEL VEHICLE	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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



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

State of West Virginia
 Centralized Request for Quote
 Vehicles

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2020-10-05	2020-10-13 13:30	CRFQ 0212 SWC2100000004	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : **JIM ROBINSON INC**

Address : **55 ROBINSON DRIVE**

Street : **TRIADELPHIA WV 26059**

City :

State : Country:

Principal Contact : *Brian S. Long*

Vendor Contact Phone: *304-233-8000* Extension:

CONTACT BRIAN LONG@ROBINSON AUTO FLEET SALES
 FOR INFO ON THIS CONTRACT
 304-233-8000
 304-281-4342 CELL
 304-233-3127 FAX
 Zip: BSLONG811@LIVE.COM

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Vendor Signature X *JAR*

FEIN# *55-0642567* DATE *10-12-2020*

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

JIM ROBINSON INC
 55 ROBINSON DRIVE
 TRIADDELPHIA, WV 26059

ADDITIONAL INFORMATION

ADDENDUM_1: Is issued for the following:

1. To publish a response to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of all state agencies and political subdivisions to establish an open-end contract for 2021, or latest model year, Motor Vehicles - Classes 1- 17, per attached documents.

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 US	No City US
WV 99999	WV 99999

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25100000	<i>Toyota</i>		<i>VARIOUS MODELS</i>

Extended Description:
 MV21 - 2021 or latest model vehicle.

Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.
 If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.
 Vendor shall enter pricing into the Exhibit_A Excel pages and must attach with bid.
 See section 18 of Instructions to Bidders.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 2:00pm EDT	2020-10-05

SOLICITATION NUMBER: CRFQ 0212 SWC2100000004
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2100000004 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

Description of Modification to Solicitation:

1. To publish a response to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

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

Terms and Conditions:

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

Question #1: CLASS 6: Ford does not offer an Off Road Pkg on a Compact Utility. Could the Off Road Pkg be eliminated on Class 6?

Response #1: No, the Class 6 specification requirement for the items listed in the Off-Road Package will remain unchanged.

Question #2: Could a 4cyl Ecoboost Engine be added as a choice on Class 7 and 8?

Response #2: No, the Class 7 and 8 engine specifications will remain as originally published.

Question #3: Could the Off Road Pkg be eliminated on Class 8?

Response #3: No, the Off Road Pkg requirement will remain on Class 8.

Question #4: Could a 4 Cyl Eng be added as a choice on Class 9?

Response #4: No, the engine requirement will remain as originally specified for Class 9.

**JIM ROBINSON INC
55 ROBINSON DRIVE
TRIAD, NC 27609**

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC2100000004

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|---------------------|
| <input checked="" type="checkbox"/>] Addendum No. 1 | [] 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 that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

Company

Authorized Signature

Date

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

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

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

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 01/09/2020

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: October 05, 2020 due by 2:00pm EDT.

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

Submit Questions to: Mark Atkins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Mark.A.Atkins@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: MV21
BUYER: Mark Atkins, Senior Buyer
SOLICITATION NO.: CRFQ 0212 SWC2100000004
BID OPENING DATE: 10/13/2020
BID OPENING TIME: 1:30pm EDT
FAX NUMBER: 304-558-3970

Revised 01/09/2020

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

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: October 13, 2020 @ 1:30pm EDT

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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.

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

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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.

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

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to

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

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

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: **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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to one (1) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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.

**JIM ROBINSON INC
55 ROBINSON DRIVE
TRIAD, NC 28680**

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. 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.

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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.

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

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

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Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Garage Keepers Insurance in at least an amount of \$1,000,000.00 per occurrence will be accepted in lieu of the Commercial General Liability Insurance.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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.

**JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26049**

10. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

05% (.005) of Purchase Order Total assessed daily for orders not completed in full beyond 120 calendar days after received order.

Liquidated Damages Contained in the Specifications

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. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funding being appropriated by the Legislature or otherwise being made available. In the event funding is 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.

JIM ROBINSON INC
85 ROBINSON DRIVE
TRINIDAD, WV 26059

19. 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 § 148-1-5.2.b.

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

21. 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.

22. COMPLIANCE WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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.

25. 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.

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TRIADELPHIA, WV 26**

26. 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.

27. 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.

28. 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.

29. 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.

30. 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/admn/purchase/privacy/default.html>.

31. 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.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

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55 ROBINSON DRIVE
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SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

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TRIADELPHIA, WV 26059**

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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”), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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55 ROBINSON DRIVE
TRIADAPLHIA, WV 26059**

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.

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.

Revised 01/09/2020

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, 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:
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55 ROBINSON DRIVE
TRIAD, NC 28609**
- 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.

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

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6-2-1 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

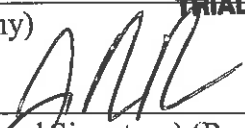
45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Brian S. Long Fleet Manager
(Name, Title)
Brian S. Long
(Printed Name and Title)
155 Robinson Drive Triadelphia WV 26059
(Address)
304-233-8000 304-233-3127
(Phone Number) / (Fax Number)
Bslong811@live.com
(email address)

CONTACT BRIAN LONG @ROBINSON AUTO FLEET SALES
FOR INFO ON THIS CONTRACT
304-233-8000
304-281-4342 CELL
304-233-3127 FAX
BSLONG811@LIVE.COM

CERTIFICATION AND SIGNATURE: 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.

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADELPHIA, WV 26059
(Company)

(Authorized Signature) (Representative Name, Title)
James R. Robinson President
(Printed Name and Title of Authorized Representative)
10-12-2020
(Date)
304-232-1880 304-233-3127
(Phone Number) (Fax Number)

CRFQ 0212 SWC2100000004
REQUEST FOR QUOTATION
MV21 – 2021, or latest model year, Motor Vehicles

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of all state agencies and political subdivisions to establish an open-end contract for 2021, or latest model year, motor vehicles – Class 1-17.

JIM ROBINSON INC
55 ROBINSON DRIVE
TRIADDELPHIA, WV 26059

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 **“CNG/ Bi-fuel motor vehicle”** means a motor vehicle that can operate on either an alternative - Certified Natural Gas or conventional fuel based on driver selection.
- 2.2 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.3 **“E85”** means an alternative fuel that is a high-level gasoline-ethanol blend containing 51% to 83% ethanol, depending on geography and season.
- 2.4 **“EPA City MPG Rating”** means the Environmental Protection Agency’s official Mile Per Gallon evaluation of a vehicles’ city fuel economy for a given fuel type.
- 2.5 **“EPA Highway MPG Rating”** means the Environmental Protection Agency’s official Mile Per Gallon evaluation of a vehicles’ highway fuel economy for a given fuel type. Vendors must use the *2021 Fuel Economy Guide*, for vehicle specific ratings which can be found at <http://www.fueleconomy.gov/feg/printGuides.shtml>
- 2.6 **“EPA”** means Environmental Protection Agency.
- 2.7 **“Flexible fuel motor vehicle”** means a vehicle that can operate on a combination of alternative and conventional fuels concurrently.
- 2.8 **“Gross Vehicle Weight Rating (GVWR)”** means the maximum loaded weight (including curb weight, operator & passenger weight, and payload) in pounds (lbs.) of a single vehicle. Vehicle manufacturers specify the maximum GVWR on the vehicle certification label.
- 2.9 **“Hybrid”** means Hybrid-electric vehicle which uses a combination of a gasoline engine and electric motor(s). (See Section 3.1.1.3)

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REQUEST FOR QUOTATION
MV21 – 2021, or latest model year, Motor Vehicles

- 2.10 “Manufacturer/Brand”** means the name of the maker of the contract item which will be supplied by the vendor.
- 2.11 “Model & Number”** means the model name and model number associated with the contract item as defined by the manufacturer.
- 2.12 “MPG”** means miles per gallon rating of a vehicles’ fuel economy for a given fuel type as defined by the Environment Protection Agency in the *2021 Fuel Economy Guide*, for vehicle specific ratings which can be found at <http://www.fueleconomy.gov/feg/printGuides.shtml>.
- 2.13 “OEM”** means Original Equipment Manufacturer.
- 2.14 “Powertrain”** means the group of components used to transmit engine power to the wheels. The powertrain includes the engine, clutch, transmission, universal joints, drive shaft, and rear-axle gears.
- 2.15 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as **Exhibit_A** and used to evaluate the Solicitation responses.
- 2.16 “QVM”** means Qualified Vehicle Modifier.
- 2.17 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.18 “Total life-cycle cost”** means the complete cycle of a motor vehicle, from initial acquisition, through operation using the formula provided below for anticipated mileage.
- 2.19 “Vehicle class”** means the designation of motor vehicle types that include sedans, sport utility vehicles, and trucks, or different categories of vehicles according to requirements specified herein.
- 2.20 “Vendor Name”** means the company name of the vendor (Dealership) who will be supplying the contract item(s) to the State of West Virginia.
- 2.21 “Warranty”** means the written guarantee issued with new motor vehicles or related equipment. It defines the manufacturer’s responsibility for the repair or replacement of defective parts and other services provided as part of the purchase price. A

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warranty can be nullified if the user does not follow certain stipulations of the manufacturer, such as preventive maintenance.

Vendors must use the *2021 Fuel Economy Guide*, for vehicle specific ratings which can be found at <http://www.fueleconomy.gov/feg/printGuides.shtml>

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.

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3.1.1 Vehicle Class 1 thru 17:

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

- A. Automatic Transmission
- B. Power Steering
- C. Power/ABS Brakes
- D. Minimum AM/FM Radio, Hands free/Bluetooth compatible, 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.
 - A. Prior to delivery, all vehicles must be pre-drilled, with hardware installed, to meet specifications that require both front and rear license plates.
 - B. Any vehicle delivered without such plate mounts will be rejected.

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- H. All-season tires
- I. Manufacturer's standard spare tire with jack when available as standard equipment.
- J. Installed rear window defogger for all vehicles except trucks and cargo vans
- K. Front bucket seats for all vehicles except trucks
- L. Installed air conditioning. The following vehicle class must include rear air conditioning – Class 6
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- M. Installed floor mats, except where vinyl floor covering is present. The following vehicle classes require slush, all weather mats – Class 6, 7, 8, 9, 16, and 17.
- N. Installed front driver and passenger air bags
- O. Installed power windows and locks on all doors except for Vans where power windows and locks on all doors are not available as an option from the manufacturer. Van vendors will provide power windows and locks where applicable.
- P. Factory installed tilt wheel and cruise control
- Q. Factory installed keyless entry
- R. Installed "fleetside" bed for trucks.
- S. Factory Reverse backup camera.

3.1.1.2 Unspecified Accessories & Features: All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

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3.1.1.2.1 All parts and accessories advertised and regularly supplied as standard shall be included except those which would represent duplication of parts and accessories specified and except those which, by specification, are not to be furnished.

3.1.1.2.2 All standard safety features, required by Federal and State law, shall be included.

3.1.1.2.3 Vehicles must have all equipment found on the manufacturer's base model plus other equipment requirements, packages, items, etc. needed to meet the specifications for each order vehicle class placed against the contract.

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3.1.1.2.3.1 Vehicles must not have manufacturer's base model equipment deleted unless specifically required within the specifications for that vehicle.

3.1.1.2.3.2 Packages that are designated for police use or special service vehicles (non-civilian) use will not be accepted.

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

A. All alternative vehicles must have the capacity to travel a minimum of 150 miles without refueling/recharging.

B. All-natural gas devices must be OEM or QVM Certified and EPA approved.

C. Hybrid Vehicles must meet the following requirements -

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- a. Hybrid Vehicles must have both an internal combustion engine and an electric motor.
- b. Hybrid Vehicles bid must be capable of driving on only electric power.

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.; Window stickers need to be removed and placed inside the vehicle.
- 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 plate and registration;
- 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;

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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.

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

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

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

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

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

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

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

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

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mileage including any pro rata arrangements, or the vendor generally extends to its commercial customers a greater or extended warranty coverage, the agency shall receive corresponding warranty benefits.

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

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3.1.1.10 REPORTS: The Vendor shall provide to the State of West Virginia's primary contact person quarterly utilization reports by vehicle class containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

- 3.1.1.10.1 Class Number;
- 3.1.1.10.2 Ordering Entity;
- 3.1.1.10.3 Purchase Order Number;
- 3.1.1.10.4 Description;
- 3.1.1.10.5 Quantity.

These reports will be provided in Excel format and sent via email to the Purchasing Division Buyer on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

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4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the vendors that provide the Contract Items meeting the required specifications for the lowest Total Life Cycle Cost per fuel type vehicle class as shown on the Pricing Pages.

Each vehicle fuel type (Gasoline, Flex-fuel, Diesel, CNG/Bifuel, and Hybrid) contained in a given class, represents an opportunity for a separate bid response. Each of these vehicle fuel types shall be evaluated independently and awarded to the lowest responsible bidder meeting the specifications of the given vehicle fuel type in that vehicle class.

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- 4.2 Life of Contract:** This contract shall become effective upon award and extends for one year or until such time as the vendor notifies the Purchasing Division that the model year build-out date has been reached, unless the vendor chooses to supply next model year vehicles at the price quoted, or until contracts are issued for the next model year.
- 4.3 Pricing Pages:** Vendor should complete the Pricing Pages by responding to the information requested in the “Vendor Name”, “Manufacturer/Brand”, “Model & Number”, “EPA HIGHWAY MPG Rating”, “EPA CITY MPG Rating”, “Vendor Contact”, “Phone Number”, “Email Address”, “Standard Color Code”, “Color Description”, and “Unit Price” fields for each vehicle class. Utilizing the provided excel files will self-tabulate the “Total Life Cycle Cost” fields.

Vendor Bid Response Section: The vendor shall use the EPA mileage ratings from the Official 2021 Fuel Economy Guide for Highway and City MPG ratings for each vehicle class. If the vehicle is not present in the 2021 Fuel Economy Guide, vendors must utilize the EPA Mileage rating provided by the manufacturer for 2020 model vehicles. Vendors should submit mileage rating documentation from the manufacturer with their bid response for the vehicle EPA mileage ratings not available in the 2021 Fuel Economy Guide. Inclusion of this documentation, with the bid, will expedite the evaluation process.

Any vehicle class that contains a vehicle evaluated on the basis of the EPA Mileage rating provided by the manufacturer may be re-evaluated at the sole discretion of the Purchasing Division if the subsequently published Official 2021 Fuel Economy Guide would result in a change to the Total Life Cycle Cost of 5% (.05) or more.

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Example:

Manufacturer utilized EPA Mileage rating resulting in a Total Life Cycle Cost of \$45000.00 for vehicle class bid. If the EPA Official 2021 Fuel Economy Guide published mileage rating differs from the manufacturer mileage rating and results in a Total Life Cycle Cost change exceeding \$2,250.00 for the vehicle class bid [$\$45,000.00 \times .05$ (5%) = \$2,250.00], a re-evaluation of vehicle class bid may result.

Any re-evaluation will utilize the EPA mileage ratings from the Official 2021 Fuel Economy Guide in place of the EPA Mileage rating from the manufacturer. In the event the two EPA mileage ratings differ and exceed a 5% change in the overall Total Life Cycle Cost, the re-evaluation may result in cancellation of the existing award and re-awarding of a vehicle class to another vendor. Orders placed with an awarded vendor prior to a contract re-award will remain valid. Once a re-award is made and officially becomes effective, all new orders for that vehicle class will be placed with the re-awarded vendor.

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4.3.1 “Vehicle Fuel Type” segment:

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

4.3.2 “EPA HIGHWAY MPG Rating” & “EPA CITY MPG Rating”

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

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

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4.3.4 “Total Life Cycle Cost” segment:

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

$$[(75,000/\text{EPA Highway MPG Rating} + 25,000/\text{EPA City MPG Rating}] \times 2.75 + \text{Unit Price}$$

The above formula is derived from an estimated vehicle life of 100,000 miles; where an estimated 75,000 miles will be highway use and an estimated 25,000 miles will be city use. The combined averages of the two MPG ratings are then multiplied by an estimated gasoline price of \$2.75 per gallon.

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

$$[(75,000/\text{EPA Highway MPG Rating} + 25,000/\text{EPA City MPG Rating}] \times 3.05 + \text{Unit Price}$$

The above formula is derived from an estimated vehicle life of 100,000 miles; where an estimated 75,000 miles will be highway use and an estimated 25,000 miles will be city use. The combined averages of the two MPG ratings are then multiplied by an estimated diesel price of \$3.05 per gallon.

For example, if a gasoline vehicle were to have an EPA MPG rating of 22 MPG Highway and 18 MPG City with a Unit Price of \$22,000.00, the Total Life Cycle cost would equal \$35,194.44. (First find the product of 75,000 miles divided by the EPA Highway MPG Rating, and then find the product of 25,000 miles divided by the EPA City MPG Rating. Next, add the two products together and multiply by the fuel type cost of 2.75 per gallon (for gasoline). Lastly add the product of the preceding calculation to the Unit Price of the vehicle being bid.)

NOTE: The pricing pages have been formatted to calculate the Total Life Cycle Cost when the cells for “EPA HIGHWAY MPG Rating”, “EPA CITY MPG Rating”, and “UNIT PRICE” are entered.

4.3.5 “Options”

Mileage charges for delivery should be listed under the “Options” section of each vehicle class pricing page. FOB Dealership (Deduct) and FOB Other than Metro Charleston refers the delivery charges, that, at time of order, the vendor will add to or deduct from their final bid amount for each vehicle class awarded. If no response is received in either the FOB Dealership

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(deduct) or FOB Other than Metro Charleston fields, it will be assumed the vendor will not be charging delivery. These options will not be evaluated as part of the award.

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

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. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Mark.A.Atkins@wv.gov

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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 Agency Ordering Procedure: WV State Agencies shall issue a CDO (Central Delivery Order.) The CDO and following corresponding form: DOA-FM-59 for vehicle replacement or Fleet Increase shall be submitted to the Department of Administration Fleet Management Division 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 orders 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. Please refer to Appendix_Q of the Purchasing

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Division Handbook for additional instructions and examples of delivery order information required.

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

Vehicles may be purchased from this contract by any West Virginia State agency. West Virginia state agencies will either remit payment directly or use a third-party financing company on contract with the State of West Virginia. The Department of Administration, Fleet Management Division (FMD) arranges third-party financing.

The time required for third party financing does not differ from the time required for payment directly from the state as both are normally made within 30 business days from delivery of vehicle and corresponding invoice. Actual time required to process payment may vary.

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6. DELIVERY AND RETURN:

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

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

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

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

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

Division of Highways
Division of Natural Resources
Division of Forestry

West Virginia State Police
Higher Education (Colleges)
Elected Officials

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Vendor shall pay liquidated damages in the amount of .5% (.005) of the agency's purchase requisition amount for delivery delays beyond 120 calendar days. This amount will be assessed daily until order is completed in full. The liquidated damages only apply when the vendor does not notify the agency to arrange shipping prior to the 120 days required.

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.

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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. The Vendor may add a supplementary per mile charge for delivery to locations other than West Virginia Surplus Property and should provide this information in the "Options" section of each vehicle class pricing page.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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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.

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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 **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.
- 8.3 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

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Contract Manager: BRIAN S. Long
Telephone Number: 304-233-8000
Fax Number: 304-233-3127
Email Address: Bslong811@live.com

CONTACT BRIAN LONG @ROBINSON AUTO FLEET SALES
FOR INFO ON THIS CONTRACT
304-233-8000
304-281-4342 CELL
304-233-3127 FAX
BSLONG811@LIVE.COM

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West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: JIM ROBINSON INC
55 ROBINSON DRIVE Address: 55 Robinson Drive
TRIADDELPHIA, WV 26059 Triadelphia WV 26059
Name of Authorized Agent: James R. Robinson Address: 55 Robinson Drive Triadelphia
WV 26059
Contract Number: CRFQ SWC21*04 (MV21) Contract Description: Statewide contract for motor vehicles (Class 01-17)
Governmental agency awarding contract: WV Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. **Subcontractors or other entities performing work or service under the Contract**
 Check here if none, otherwise list entity/individual names below.
2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**
 Check here if none, otherwise list entity/individual names below.
3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**
 Check here if none, otherwise list entity/individual names below.

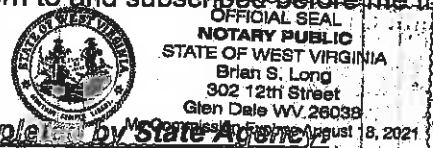
Signature: [Handwritten Signature] Date Signed: 10-12-2020

Notary Verification

State of West VIRGINIA County of Marshall

I, James R. Robinson, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 12th day of October, 2020



[Handwritten Signature]
Notary Public's Signature

To be completed by State Agency
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: Purchasing Division

West Virginia Ethics Commission



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Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

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TRIADELPHIA, WV 26059

Revised June 8, 2018

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: JMI ROBINSON INC
155 ROBINSON DRIVE

Authorized Signature: [Signature] Date: 10-12-2020

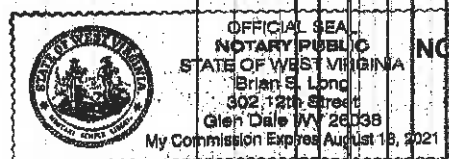
State of West Virginia

County of Marshall to-wit:

Taken, subscribed, and sworn to before me this 12th day of October, 2020

My Commission expires 8-18, 2021

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

**Class 1 - Automobile
Compact Sedan or Hatchback**

Vendor Name: JIM ROBINSON TOYOTA, INC
Manufacturer/Brand: TOYOTA
Model Name & Number: COROLLA 1852

Vendor Contact: BRIAN S. LONG
Phone No.: 304-233-8000
Email: BSLONG811@LIVE.COM

Vehicle Requirements:

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

Additional Requirements:

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

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
O40	SUPER WHITE
1F7	CLASSIC SILVER
1K3	CELESTINE
209	BLACK SAND

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	38	30	\$20,419.00	\$ 28,138.30
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

***Options:**

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

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

CONTACT BRIAN LONG @ROBINSON AUTO FLEET SALES
 FOR INFO ON THIS CONTRACT
 304-233-8000
 304-281-4342 CELL
 304-233-3127 FAX
 BSLONG811@LIVE.COM

**Class 1 - Automobile
Compact Sedan or Hatchback**

Vendor Name: JIM ROBINSON TOYOTA, INC
Manufacturer/Brand: TOYOTA
Model Name & Number: PRIUS-1223

Vendor Contact: BRIAN S. LONG
Phone No.: 304-233-8000
Email: BSLONG811@LIVE.COM

Vehicle Requirements:

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

Additional Requirements:

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

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
040	SUPER WHITE
1F7	CLASSIC SILVER
089	WIND CHILL
1G3	MAGNETIC GRAY
218	MIDNIGHT BLACK
3U5	SUPERSONIC RED
78i	SEA GLASS

8X7

Electric Storm Blue

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline				
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid	50	54	\$25,389.00	\$ 30,787.15

***Options:**

FOB Dealership: (Deduct)

\$ 10.00

FOB Other than Metro Charleston - Per Mile

\$ 2.00

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

CONTACT: BRIAN LONG @ROBINSON AUTO FLEET SALES
 FOR INFO ON THIS CONTRACT
 304-233-8000
 304-281-4342 CELL
 304-233-3127 FAX
 BSLONG811@LIVE.COM

**Class 2 - Automobile
Mid Size Sedan**

Vendor Name: JIM ROBINSON TOYOTA, INC
Manufacturer/Brand: TOYOTA
Model Name & Number: COROLLA HYBRID-1882

Vendor Contact: BRIAN S. LONG
Phone No.: 304-233-8000
Email: BSLONG811@LIVE.COM

Vehicle Requirements:

Classification: Mid Size Sedan.
Drive: Front Wheel
Passenger seating: 5 (including driver)
Doors: 4, minimum
Wheelbase: 107 in., minimum
GVWR: 4,100 lbs. min, 4,650 lbs. max
Engine: 4 cylinder minimum

Additional Requirements:

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

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
O40	SUPER WHITE
O70	BLIZZARD PEARL
1F7	CLASSIC SILVER
1K3	CELESTINE
209	BLACK SAND
3R3	BARCELONA RED
8X8	BLUEPRINT

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline				
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid	52	53	\$23,544.00	\$28,807.52

***Options:**

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

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

CONTACT BRIAN LONG @ROBINSON AUTO FLEET SALES
 FOR INFO ON THIS CONTRACT
 304-233-8000
 304-281-4342 CELL
 304-233-3127 FAX
 BSLONG811@LIVE.COM

**Class 3 - Automobile
Large Sedan**

Vendor Name: JIM ROBINSON TOYOTA, INC
Manufacturer/Brand: TOYOTA
Model Name & Number: AVALON 3544-AVALON HYBRID 3507

Vendor Contact: BRIAN S. LONG
Phone No.: 304-233-8000
Email: BSLONG811@LIVE.COM

Vehicle Requirements:

Classification: Large Sedan
Drive: Front Wheel
Passenger seating: 5 (including driver)
Doors: 4, minimum
Wheelbase: 111 in., minimum
GVWR: 4,900 lbs. min; 5,300 lbs. max
Engine: 4 cylinder minimum

Additional Requirements:

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

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
0B9	WIND CHILL
1J9	CELESTIAL SILVER
1K4	HARBOR GRAY
218	MIDNIGHT BLACK
3T3	RUBY FLARE
3U5	SUPERSONIC RED
4X9	OPULENT AMBER

8X8

BLUEPRINT

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	32	22	\$35,129.00	\$44,699.31
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid	43	43	\$38,495.00	\$44,890.35

***Options:**

FOB Dealership: (Deduct)

\$ 10.00

FOB Other than Metro Charleston - Per Mile

\$ 2.00

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

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 304-233-8000
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 BSLONG811@LIVE.COM

**Class 5 - Automobile
Compact Utility**

Vendor Name: JIM ROBINSON TOYOTA, INC
Manufacturer/Brand: TOYOTA
Model Name & Number: RAV 4 HYBRID-4522

Vendor Contact: BRIAN S. LONG
Phone No.: 304-233-8000
Email: BSLONG811@LIVE.COM

Vehicle Requirements:

Classification: Compact Utility
Drive: 4 Wheel/All Wheel
Passenger seating: 5 (including driver)
Doors: 4, minimum
Wheelbase: 100 in., minimum
GVWR: 4350 lbs. min, 5600 lbs. max.
Engine: 4 cylinder minimum

Additional Requirements:

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

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
O40	SUPER WHITE
1D6	SILVER SKY
1G3	MAGNETIC GRAY
218	MIDNIGHT BLACK
3T3	RUBY FLARE
8W9	BLUE FLAME

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline				
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid	38	41	\$28,544.00	\$35,648.46

***Options:**

FOB Dealership: (Deduct)

\$ 10.00

FOB Other than Metro Charleston - Per Mile

\$ 2.00

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

CONTACT BRIAN LONG @ROBINSON AUTO FLEET SALES
 FOR INFO ON THIS CONTRACT
 304-233-8000
 304-281-4342 CELL
 304-233-3127 FAX
 BSLONG811@LIVE.COM

**Class 7 - Automobile
Mid Size Utility**

Vendor Name: JIM ROBNSON TOYOTA, INC.
Manufacturer/Brand: TOYOTA
Model Name & Number: HIGHLANDER HYBRID 6944

Vendor Contact: BRIAN S. LONG
Phone No.: 304-233-8000
Email: BSLONG811@LIVE.COM

Vehicle Requirements:

Classification: Mid Size Utility
Drive: 4 Wheel/All Wheel
Passenger seating: 5 minimum (including driver)
Doors: 4, minimum
Wheelbase: 109 in., minimum
GVWR: 6100 lbs. min; 7300 lbs. max.
Engine: 6 cylinder minimum

Additional Requirements:

Tow Package: Installed Hitch and Wiring
Slush/All-Weather Mats: Installed: Driver, Passenger, Cargo area

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

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
070	BLIZZARD PEARL
1G3	MAGNETIC GRAY
1J9	CELESTIAL SILVER
1K5	MOON DUST
218	MIDNIGHT BLACK
3T3	RUBY FLARE
4X9	OPULENT AMBER

8X8

BLUEPRINT

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline				
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid	35	35	\$40,603.00	\$48,460.14

***Options:**

FOB Dealership: (Deduct)

\$ 10.00

FOB Other than Metro Charleston - Per Mile

\$ 2.00

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

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 FOR INFO ON THIS CONTRACT
 304-233-8000
 304-281-4342 CELL
 304-233-3127 FAX
 BSLONG811@LIVE.COM

**Class B - Automobile
Mid Size Utility**

Vendor Name: JIM ROBINSON TOYOTA, INC.
Manufacturer/Brand: TOYOTA
Model Name & Number: 4 RUNNER TRD-8670

Vendor Contact: BRIAN S. LONG
Phone No.: 304-233-8000
Email: BSLONG811@LIVE.COM

Vehicle Requirements:

Classification: Mid Size Utility
Drive: 4 Wheel/All Wheel with High and Low Range
Passenger seating: 5 minimum (including driver)
Doors: 4, minimum
Wheelbase: 109 in., minimum
GVWR: 6100 lbs. min, 7300 lbs. max.
Engine: 6 cylinder, Minimum
Off Road Package: Includes but not limited to Limited Slip rear, axle traction lock differential, heavy duty engine cooling, skid plates, gas shocks, tow hooks and all terrain tires
Tow Package: Installed Hitch & Wiring
Slush/All-Weather Mats: Installed: Driver, Passenger, Cargo Areas

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
O40	SUPER WHITE
1F7	CLASSIC SILVER
1G3	MAGNETIC GRAY
218	MIDNIGHT BLACK
3R3	BARCELONA RED
8S6	NAUTICAL BLUE

Additional Requirements:

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

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	19	16	\$40,994.00	\$56,146.14
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

***Options:**

FOB Dealership: (Deduct)

\$ 10.00

FOB Other than Metro Charleston - Per Mile

\$ 2.00

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

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 BSLONG811@LIVE.COM

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, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
 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.
- 8. Application is made for reciprocal preference**
 Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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: JIM ROBINSON INC
55 ROBINSON DRIVE
Date: 10-12-2020 TRIADELPHIA, WV 26059
Signed: [Signature]
Title: President

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