

The following documentation is an electronicallysubmitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

WOASIS	Jump to: PRCUID 🛕 Go 😚 Home 🔑 Personalize 🕥 Accessibility 📴 App Help 🌾 About 🔟
Velcome, Robert M Ross Solicitation Response(SR) Dept: 0613 ID: ESR01212200000004409 Ver.: 1 Function: New Phase: Final Modified by batch ; 01/25/2022	Procurement Budgeting Accounts Receivable Accounts Payable
Header () 1	
General Information Contact Default Values Discount Document Information Clarification Request	E List View
Procurement Folder: 984960	SO Doc Code: CRFQ
Procurement Type: Central Purchase Order	SO Dept: 0613
Vendor ID: 000000197591 👲	SO Doc ID: VNF220000010
Legal Name: SONNY MERRYMAN INC	Published Date: 1/14/22
Alias/DBA:	Close Date: 1/25/22
Total Bid: \$57,570.00	Close Time: 13:30
Response Date: 01/21/2022	Status: Closed
Response Time: 10:41	Solicitation Description: Mini Van, Wheelchair Accessible C
Responded By User ID: 709033659	Total of Header Attachments: 1
First Name: Chad	Total of All Attachments: 1
Last Name: Seals	
Email: chad@sonnymerryman.c	
Phone: 8005331006	



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

## State of West Virginia Solicitation Response

Proc Folder:	984960		
Solicitation Description:	Mini Van, Wheelchair Accessible Handicap		
Proc Type:	Central Purchase Order		
Solicitation Closes		Solicitation Response	Version
2022-01-25 13:30		SR 0613 ESR01212200000004409	1

VENDOR					
000000197591 SONNY MERRYMAN IN	с				
Solicitation Number:	CRFQ 0613 VNF2200000010				
Total Bid:	57570	Response Date:	2022-01-21	Response Time:	10:41:37
Comments:					

FOR INFORMATION CONTACT THE David H Pauline 304-558-0067 david.h.pauline@wv.gov	BUYER		
Vendor Signature X	FEIN#	DATE	
All offers subject to all terms and co	nditions contained in this solicitation		

itation J

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Mini Van, Wheelchair Accessible Handicap	1.00000	EA	57570.000000	57570.00
Comm	Code Manufacturer		Specificat	ion	Model #

25101505

#### **Commodity Line Comments:**

#### **Extended Description:**

Mini Van, Wheelchair Accessible Handicap See attached specs for details



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

Proc Folder:	984960		Reason for Modification:
Doc Description:	Mini Van, Wheelchair Acces		
Proc Type:	Central Purchase Order		
Date Issued	Solicitation Closes	Solicitation No	Version
2022-01-10	2022-01-25 13:30	CRFQ 0613 VNF2200000010	1

BID RECEIVING LOCATION			
BID CLERK			
DEPARTMENT OF ADMINISTRATION			
PURCHASING DIVISION			
2019 WASHINGTON ST E			
CHARLESTON WV 25305			
US			
VENDOR			
Vendor Customer Code:			
Vendor Name : Sonny Merryman, Inc.			
Address :			
Street : 5120 Wards Road			
City : Evington			
State : VA	Country :	U.S.A.	<b>Zip</b> : 24550
Principal Contact : Jordan Wray			
Vendor Contact Phone: 434-485-8905		Extension:	
FOR INFORMATION CONTACT THE BUYER David H Pauline 304-558-0067 david.h.pauline@wv.gov			
Vendor			

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

#### ADDITIONAL INFORMATION

The State of West Virginia Purchasing Division, is soliciting bids for the West Virginia Veterans Home, for a one time purchase contract for a Mini Van, Wheelchair Accessible Handicap located at The WV Veterans Home 1 Freedoms Way, Clarksburg, WV 26301, per the attached documentation.

DIVISION OF VETERANS AFFAIRS	VETERA	N'S NURSING		
AFFAINO	FACILITY			
1 FREEDOMS WAY	1 FREED	OMS WAY		
CLARKSBURG WV US	CLARKSI US	BURG	WV	
Line Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1 Mini Van, Wheelchair Accessible Handicap	1.00000	EA		
Comm Code Manufacturer	Specificat	tion	Model #	
25101505				

SCHEDUL	E OF EVENTS		
<u>Line</u>	<u>Event</u>	Event Date	
1	Technical Questions Due by Noon EST.	2022-01-14	

	Document Phase	Document Description	Page 3
VNF2200000010	Final	Mini Van, Wheelchair Accessible Handicap	

### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

### INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one 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 07/01/2021

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 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: January 14, 2022 at Noon

Submit Questions to: David Pauline, Senior Buyer 2019 Washington Street, East Charleston, WV 25305 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission) Email: david.h.pauline@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

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

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

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

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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 a 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 prior to the bid opening date and time identified in Section 7 below, plus  $\frac{N/A}{D}$  convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**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: January 25, 2022 at 1:30 pm est.

Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

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

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. 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 §

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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.

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

## 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any

solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed 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

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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 instances where state law mandates receipt with the bid.

**24. E-MAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

#### GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency"** or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor"** or "**Vendors**" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

## Term Contract

Initial Contract Term: This Co	ontract becomes effective on	and the
initial contract term extends until		

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 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.

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

**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.

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 bond 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.

 $\Box$  As described in the specifications

 $\square$ 

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.

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**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 that insurance requirement is listed in this section.

Vendor must maintain:

[] <b>Commercial General Liability Insurance</b> in at least an amount of:	per
[] Automobile Liability Insurance in at least an amount of:per	r occurrence.
[] <b>Professional/Malpractice/Errors and Omission Insurance</b> in at least an amountper occurrence. Notwithstanding the forgoing, Vendor's are not list the State as an additional insured for this type of policy.	
[] <b>Commercial Crime and Third Party Fidelity Insurance</b> 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 Contra	ct.
[] Pollution Insurance in an amount of: per occurrence.	
[] Aircraft Liability in an amount of: per occurrence.	

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

### 10. [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:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**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:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**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, included in the Contract, 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 funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**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 regarding 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.

**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 <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.

**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.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

**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.

**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. 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.

**39. 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 <u>purchasing.division@wv.gov.</u>

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) Revised 07/01/2021

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.

### 42. 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 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.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 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 Revised 07/01/2021

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.

**44. 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.

**45. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**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.

Jordan T Wray Commicial Sales Manager (Name, Title)
(Name, Title) Jordan T. Wray, Commercial Sales Manager
(Printed Name and Title)
5120 Wards Road, Evington, VA 24550
(Address) 434-485-8905 / 434-821-8203
(Phone Number) / (Fax Number) jordan@sonnymerryman.com
(email address)

**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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Sonny Merryman, Inc.

(Company)

Jordan T Wray Commicial Sales Manager (Authorized Signature) (Representative Name, Title)

Jordan T. Wray - Commercial Sales Manager

(Printed Name and Title of Authorized Representative)

1/21/2022

(Date)

434-485-8905 / 434-821-8203

(Phone Number) (Fax Number)

#### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Veterans Nursing Facility (Agency) located at 1 Freedom Way, Clarksburg, WV 26301, to establish a one-time purchase of one (1) handicapped, wheelchair accessible minivan.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - **2.1 "Contract Item"** means handicapped; wheelchair accessible van as more fully described by these specifications.
  - **2.2 "Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Division of Administrative Services.

#### **3. GENERAL REQUIREMENTS:**

- **3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
  - **3.1.1** ONE (1) Chrysler Voyager RUCE53c or equal, handicapped, wheelchair accessible van. Van must contain the following:
    - **3.1.1.1** Must have a minimum of one (1) wheelchair position
    - **3.1.1.2** Must be front wheel drive at a minimum. AWD is acceptable
    - **3.1.1.3** Must be six (6) cylinder engine or equal
    - 3.1.1.4 Must have a gasoline engine
    - **3.1.1.5** Must contain an Original Equipment Manufacturers driver's seat and co-pilot seat
    - **3.1.1.6** Must contain one (1) automatic driver side sliding rear door

- **3.1.1.7** Must contain one (1) automatic passenger side sliding rear door
- **3.1.1.8** Must contain one (1) back/rear door
- **3.1.1.9** Must contain one (1) rear bench foldaway seat
- 3.1.1.10 Must contain driver, passenger, and cargo slush/all-weather mats
- **3.1.1.11** All seats must contain 3-point shoulder harnesses
- 3.1.1.12 All seats must have aisle side armrests
- **3.1.1.13** Must have Braun Century, or equal, wheelchair lift with minimum 800-pound rating
- **3.1.1.14** Must have a minimum of two (2) Q-Straint automatic wheelchair tie downs or equal
- **3.1.1.15** Must have two (2) sixteen-inch quick straps for wheelchair tie downs or equal
- **3.1.1.16** Must have storage area for wheelchair tie downs
- **3.1.1.17** Must have driver and passenger heavy duty running boards
- **3.1.1.18** Must have "American Disabilities Act" hand-held remote wheelchair interlock system with display for loading and unloading.
- **3.1.1.19** Must have back up alarm
- 3.1.1.20 Must have Original Equipment Manufacturers back-up camera
- **3.1.1.21** Must have Original Equipment Manufacturers air condition system, both front and rear
- **3.1.1.22** Must have a minimum of two (2) emergency exit windows, clearly marked with emergency exit stickers

- 3.1.1.23 Must have heated and remote exterior mirrors
- 3.1.1.24 Must have rear window defroster and wiper
- **3.1.1.25** Must have Original Equipment Manufacturers Driver and Co-Pilot air bags
- **3.1.1.26** Must contain Original Equipment Manufacturers side passenger air bags
- 3.1.1.27 Must have International Wheelchair Accessibility Symbols; Caution: Loading/Unloading Passengers; Caution: Stand Clear for Lift Operations; Vehicle Height Sticker; Priority Sign Seating; Watch Your Step; Emergency Exit decals. Must be installed to the "American Disabilities Act" location standards.
- **3.1.1.28** Passenger entry door must have light in step area that is activated by opening of door.
- **3.1.1.29** Vehicle shall comply with and conform to the State of West Virginia Motor Vehicle Inspection Law and shall have the current inspection sticker attached to the windshield.
- **3.1.1.30** Shall provide a minimum of three (3) year/36000-mile manufacturer's warranty.

#### 4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Item. The Contract shall be awarded to the Vendor that provides the Contract Item meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- **4.2 Pricing Page:** Vendor should complete the Pricing Page. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

#### 5. PAYMENT:

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

#### 6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 360 days after receiving a purchase order or notice to proceed. Vendor, with its bid, must state number of days for delivery of van. Contract Item must be delivered to Agency at One Freedom Way, Clarksburg, W.V. 26301.
- **6.2** Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Item will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Item from a third party.

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

- **6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- **6.4 Return of Unacceptable Items:** If the Agency deems the Contract Item to be unacceptable, the Contract Item 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 the item is unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not

charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

#### 7 VENDOR DEFAULT:

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

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

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

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

CRFQ VNF22*10 - Exhibit A				
Pricing Page				
Line	Handicapped, Whelchair Accessable Mini-Van UNIT PRICE TOTAL PRIC			
1	Year, Make, Model, Serial Number \$57,570.00			
Vendor:	Sonny Merryman, Inc.			
Address:	5120 Wards Road			
	Evington, VA 24550			
Phone:	Office: 434-485-8905 Cell: 757-675-0022			
Email:	jordan@sonnymerryman.com			
Name:	Jordan Wray			
Signature:	Signature: Jordan T Wray			
		•		

## 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 exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (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: Sonny Merryman, Inc.	
Authorized Signature: Mal D. Kolus	Date: 1.21.2022
State of Virginia	TARY PUB THE
County of Campbell , to-wit:	COMMISSION
Taken, subscribed, and sworn to before me this <u>21</u> day of January	, 20 <u>22</u>
Windommissionexpires April 30 , 2024	EALTH OF UNIVERSITY
	Vicky M Queisticet
EXPIRESION 4/30/2024 WEALTH OF VIRGULA	Purchasing Affidavit (Revised 01/19/2018)



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

Proc Folder:	984960	Reason for Modification:	
Doc Description: Proc Type:	,		Addendum No. 1 To address vendor questions.
	1		
Date Issued	Solicitation Closes	Solicitation No	Version
2022-01-14	2022-01-25 13:30	CRFQ 0613 VNF2200000010	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 : Sonny Merryman, Inc.			
Address :			
Street : 5120 Wards Road			
City : Evington			
State : VA	Country :	U.S.A.	<b>Zip</b> : 24550
Principal Contact : Jordan Wray			
Vendor Contact Phone: 434-485-8905		Extension:	
FOR INFORMATION CONTACT THE BUYER			
David H Pauline 304-558-0067			
david.h.pauline@wv.gov			
Vendor Signature X Jordan T Wray	FEIN#	54-0806176	<b>DATE</b> 1/21/2022
All offers subject to all terms and conditions c	ontained in t	his solicitation	

#### ADDITIONAL INFORMATION

Addendum No. 1

To address and answer vendor technical questions, see attached.

Bid opening remains January 25, 2022 at 1:30 pm EST.

#### No other changes.

INVOICE TO		SHIP TO			
DIVISION OF VETERANS AFFAIRS		VETERAN'S NURSING FACILITY			
1 FREEDOMS WAY		1 FREED	DOMS WAY		
CLARKS	BURG WV	CLARKS	BURG	WV	
US		US			
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mini Van, Wheelchair Accessible Handicap	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
25101505				

#### **Extended Description:**

Mini Van, Wheelchair Accessible Handicap See attached specs for details

SCHEDULE OF EVENTS				
<u>Line</u>	<u>Event</u>	Event Date		
1	Technical Questions Due by Noon EST.	2022-01-14		

	Document Phase	Document Description	Page 3
VNF2200000010	Draft	Mini Van, Wheelchair Accessible Handicap	

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

## SOLICITATION NUMBER: CRFQ VNF2200000010 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ VNF2200000010 to reflect the change(s) identified and described below.

#### **Applicable Addendum Category:**

- $\Box \qquad \text{Modify bid opening date and time}$
- $\Box$  Modify specifications of product or service being sought
- $\boxtimes$  To respond to technical questions
- □ Attachment of pre-bid sign-in sheet
- $\Box$  Correction of error
- □ Other

#### Additional Documentation:

- 1. To respond to vendor technical questions, see attached.
- 2. Bid opening date and time remains January 25, 2022, at 1:30 pm
- 3. No other changes.

#### **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.

## CRFQ 0613 VNF22\*10 Wheelchair Accessible Mini Van

## January 14, 2022

### **Question:** rohrerbus

<u>3.1.1.13 Specifications call for a Braun Century wheelchair lift with a</u> <u>minimum 800-pound rating. This style lift is generally</u>

installed in buses and full-size vans. The wheelchair accessible mini vans generally are equipped with a wheelchair ramp in

place of the wheelchair lift. Would a wheelchair ramp be acceptable?

Answer: Yes. A wheelchair ramp is acceptable.

**Questions:** Sonny Merryman

Please accept standard rear bench seat. **Answer:** Yes.

Please accept standard seats as noted in comment. **Answer:** Yes.

Please accept ramp instead of lift. **Answer:** Yes.

Please accept standard manual fold out ramp. **Answer:** Yes.

The accessible mini van does include an emergency release on the rear hatch, and the van will include rear side slide doors on both sides of the van. **Answer:** Yes.

Do you prefer a side or rear ramp for wheelchair accessibility? **Answer:** Side only.

#### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ VNF2200000010

**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)

$\boxtimes$	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.

Sonny Merryman, Inc.
Company
Jordan T Wray
Authorized Signature
1/21/2022
Date

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

## Introducing the New Commercial Side-Entry Built on the Chrysler Voyager

# **BraunAbility**<sup>®</sup>

The Commercial Side-Entry wheelchair accessible vehicle has been a cost-effective, workhorse product for paratransit providers and transportation services. Leveraging almost 50 years of experience in mobility transportation solutions, BraunAbility introduces with the newest addition to the Commercial fleet, the Chrysler Voyager. The side-entry foldout has all the ADA-compliant features of the Dodge Grand Caravan but with 15% more cabin space for easier maneuverability, more seating positions, plus enhanced space at the toe pan for wheelchair footrests. The new conversion also features the much more durable thermoplastic (TPO) front, side and rear flares to absorb minor impacts while protecting the exterior look of the vehicle. An LED spotlight package for the ramp and cabin as well as an easy access footrest for rear seating adds to the overall ease of use for both operators and passengers.

- •15% more cabin space vs. Dodge Grand Caravan
- Seating for up to 7 ambulatory\*; up to 2 wheelchair positions
- Added space at front for wheelchair passenger footrests
- Hard-wearing TPO front, side and rear flares to absorb minor impacts
- Reinforced, heavy-duty swing-out ramp and latch
- Enhanced ADA lighting package

\* With optional aftermarket 2nd row 2-passenger folding bench seat



braunability.com/commercial 800.488.0359

## **Voyager** Commercial Side-Entry

#### **Standard Features**

- ADA, FMVSS and CMVSS Compliant
- · CARB approved
- ·7-passenger vehicle (with optional aftermarket 2nd row
- 2-passenger folding bench seat)
- · Lowered floor from toepan to rear axle
- · 60" floor-to-ceiling at center of van
- · 30" wide manual ramp with 1,000 lb capacity and swing out feature for ambulatory access
- Multiple wheelchair securement locations
- · One wheelchair securement system
- Manual driver and passenger side sliding door providing 56" vertical opening (ADA compliant), passenger door provides clear opening width of 31" (excluding OEM grab handle)
- · Step-and-Roll removable front passenger seat
- · 3-passenger bench seat at rear with folding footrest
- · Front passenger floor tracks for wheelchair securement, with 60" floor-to-ceiling height
- TPO plastic lower body panels with integrated steps
  Vinyl flooring with 3/8" underlayment, a thermoplastic honeycomb panel subfloor
- · ADA-compliant park interlock
- ADA-compliant ramp and door entrance lighting
- · Priority seating and wheelchair securement location decals
- Auxiliary wiring harnesses include fused circuits
- Emergency rear hatch release
- · Easy maintenance interior trim package
- 19 gallon OEM fuel tank

#### **Optional Features**

- · Aftermarket 2nd row 2-passenger folding bench seat
- DOT kit
- · Additional set of tie-down straps

#### **Dimensions**

Door opening usable width (excluding OEM grab handle)	Α	31"
Door opening usable height (at middle of door)	В	56"
Interior height at center of vehicle	С	60"
Interior height at driver and passenger position	D	60"
Ramp length	E	52"
Ramp width (usable clear opening)	F	30"
Ramp angle*	G	13.75°
Interior floor length (behind front seat strikers)	н	71"
Overall interior floor length (flat area)	I.	98.5"
Interior width at passenger doors (doors closed)	J	64"
Interior width - ramp (deployed) to optional 2-passenger seat (stowed)	К	49"
Ground clearance (loaded) @ = GVWR lbs**	L L	5"
Overall vehicle height (unloaded)	М	81"

Due to manufacturing tolerances both with the OEM vehicle and the conversion components, all dimensions may vary slightly from those shown.

\* Ramp angle may vary based on chassis trim level and other environmental factors

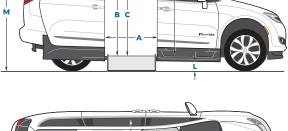
\*\* 5" clearance between the break-over angle position of the vehicle exhaust pipe and level ground when loaded to capacity

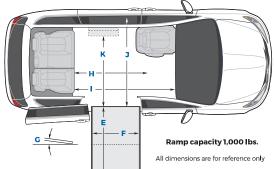


braunability.com/commercial









## 2022 Chrysler Voyager LX



## Chrysler of Forest City

CHRYSLER



Prepared For:

Prepared By: Administrator Chrysler of Forest City 1445 Hwy 69 S Forest City, Iowa, 50436

#### VEHICLE OVERVIEW

#### 2022 Chrysler Voyager

Passenger Van LX (RUCL53)

#### Powertrain

3.6L V-6 DOHC SMPI 24 valve engine with VVT variable valve control, cylinder deactivation \* 180 amp alternator \* 650 amp battery with run down protection, auxiliary battery \* Engine oil cooler, transmission oil cooler \* 9-speed electronic automatic transmission with overdrive, lock-up \* Front-wheel drive \* ABS & driveline traction control \* 3.25 axle ratio \* Stainless steel exhaust

#### Steering and Suspension

Electric power-assist rack and pinion steering \* 4-wheel disc brakes with front vented discs \* Touring ride suspension, with electronic stability \* Independent front suspension \* Front strut suspension \* Front anti-roll bar \* Front coil springs \* Gas-pressurized front shocks \* Rear independent suspension \* Rear trailing arm suspension \* Rear coil springs \* Gas-pressurized rear shocks \* Front and rear 17.0" x 7.00" silver aluminum wheels \* P235/65HR17.0 BSW AS front and rear tires \* Underbody w/crankdown mounted compact steel spare wheel

#### Safety

4-wheel anti-lock braking system \* Daytime running lights, center high mounted stop light \* Dual airbags, seat mounted driver and passenger side-impact airbags, curtain 1st, 2nd and 3rd row overhead airbag, airbag occupancy sensor, driver and passenger knee airbag \* Front and rear height adjustable seatbelts with front pre-tensioners \* Sentry Key immobilizer, panic alarm, security system

#### Comfort and Convenience

Automatic dual zone front air conditioning, rear HVAC with separate controls, air filter, underseat ducts, headliner/pillar ducts \* SiriusXM AM/FM/Satellite, clock, seek-scan, Uconnect 5 external memory control, 6 speakers, Siri Eyes Free voice activation, speed sensitive volume, Bluetooth streaming audio, active noise cancellation, integrated roof antenna, radio steering wheel controls \* 2 1st row LCD monitors \* Cruise control with steering wheel controls \* Power door locks with 2 stage unlock, keyfob (all doors) keyless entry, power remote cargo access release, child safety rear door locks, tailgate/rear door lock included with power door locks \* 2 12V DC power outlets, trunk/hatch auto-latch, driver foot rest, retained accessory power, Bluetooth wireless phone connectivity \* Analog instrumentation appearance includes tachometer, oil pressure gauge, engine temperature gauge, voltmeter gauge, oil temperature gauge, transmission fluid temp gauge, compass, exterior temp, systems monitor, redundant digital speedometer, camera(s) - rear camera, trip computer, trip odometer \* Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, low washer fluid, door ajar, rear cargo ajar, service interval, brake fluid, turn signal on, tire specific low tire pressure, transmission fluid temp \* TechnoLeather leatherette steering wheel with tilt and telescopic adjustment \* Power front and rear windows with deep tint, driver and passenger 1-touch down, fixed rearmost windows \* Variable intermittent front windshield wipers, fixed interval rear

### VEHICLE OVERVIEW Continued

#### Comfort and Convenience (Continued)

wiper, rear window defroster \* Dual illuminated vanity mirrors \* Day-night rearview mirror \* Interior lights include dome light with fade, front reading lights, illuminated entry \* Partial floor console with storage, mini overhead console with storage, conversation mirror, locking glove box, front and rear cupholders, instrument panel bin, interior concealed storage, 2 seat back storage pockets, driver and passenger door bins, rear door bins \* Carpeted cargo floor, plastic trunk lid/rear cargo door, carpet mat, cargo tie downs, cargo light, cargo concealed storage

#### Seating and Interior

Seating capacity of 7 \* Bucket front seats with driver and passenger heated-cushion, driver and passenger heated-seatback, adjustable head restraints with tilt, driver and passenger armrests \* 8-way adjustable (8-way power) driver seat includes power 4-way lumbar support \* 4-way adjustable passenger seat \* Bucket 2nd row seat with fold forward seatback, reclining fold into floor, 2 fixed rear head restraints, armrest mounted outboard only \* 3rd row seat 60-40 folding split-bench fold into floor with reclining fold into floor, 3 fixed 3rd row head restraints \* Cloth faced front seats with cloth back material \* Cloth faced rear seats with plastic back material \* Cloth faced 3rd row seats with carpet back material \* Full cloth headliner, full carpet floor covering with carpet front and rear floor mats, colored instrument panel insert, metal-look gear shifter material, colored door panel insert, piano black console insert, piano black/metal-look interior accents

#### Exterior Features

Rear lip spoiler, side impact beams, front license plate bracket, galvanized steel/aluminum body material \* Chrome side window moldings \* Body-colored door handles \* Black w/chrome surround grille \* 4 doors with power sliding rear driver's side door, power sliding rear passenger's side door power liftgate rear cargo door \* Driver and passenger power remote body-colored heated folding outside mirrors \* Front and rear body-colored bumpers \* Aero-composite halogen auto on/off headlamps with multiple headlamps, delay-off feature \* Clearcoat monotone paint

#### Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

#### **Dimensions and Capacities**

Output	287 hp @ 6,400 rpm	Torque	262 lbft. @ 4,000 rpm
Drag coefficient	0.30	1st gear ratio	4.710
2nd gear ratio		3rd gear ratio	
4th gear ratio	1.380	5th gear ratio	
6th gear ratio	0.810	7th gear ratio	
8th gear ratio		9th gear ratio	0.480
Reverse gear ratio		City/hwy	19 mpg/28 mpg
Curb weight	4,330 lbs.	GVWR	6,055 lbs.
Towing capacity	3,600 lbs.	Front legroom	
Rear legroom		Third legroom	36.5 "
Front headroom			

## VEHICLE OVERVIEW Continued

#### Dimensions and Capacities (Continued)

Third headroom	38.7 "	Front hiproom	59.0 "
Rear hiproom		Third hiproom	
Front shoulder room		Rear shoulder room	
Third shoulder room	61.2 "	Passenger area volume	165.0 cu.ft.
Length	203.8 "	Body width	79.6 "
Body height		Wheelbase	. 121.6 "
Front track	68.3 "	Rear track	68.3 "
Turning radius	19.8 '	Fuel tank	19.0 gal.
Interior cargo volume	32.3 cu.ft.	Interior cargo volume seats folded	87.5 cu.ft.
Interior maximum cargo volume 1	40.5 cu.ft.		



Prepared For:

Prepared By: Administrator Chrysler of Forest City 1445 Hwy 69 S Forest City, Iowa, 50436

SELECTED	EQUIPMENT	2022 Chrysler	Voyager
		Passenger Van	
			MSRP
RUCL53	Base Vehicle Price (RUCL53)	STD	32,115.00
	Emissions		
NAS	50 State Emissions	OPT	N/C
10.0	Packages		
27E	Quick Order Package 27E	OPT	N/C
276	Powertrain	UFI	N/C
	i owertrain		
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	N/C
DFH	Transmission: 9-Speed 948TE Automatic	STD	N/C
STDAX	3.25 Axle Ratio	STD	N/C
Z1A	GVWR: 6,055 lbs	STD	N/C
	Wheels & Tires		
ТМК	Tires: 235/65R17 BSW AS	STD	N/C
WFN	Wheels: 17" x 7" Aluminum	STD	N/C
	Seats & Seat Trim		
H7	Cloth Bucket Seats	STD	N/C
CEQ	Black Seats	OPT	N/C
	Other Options	011	11/0
APA	Monotone Paint Application	STD	N/C
UBC	Radio: Uconnect 5 w/7" Display	STD	N/C

## SELECTED EQUIPMENT Continued

			MSRP
SDC	Touring Suspension Interior Colors For : Primary w/LX	STD	N/C
Х7	Black/Alloy/Black Primary Colors For : Primary w/LX	OPT	N/C
PW7	Bright White Clearcoat	OPT	N/C
Vehicle Subtotal			
Dectination			

Destination

Vehicle Subtotal (including Destination)



Prepared For:

Prepared By: Administrator Chrysler of Forest City 1445 Hwy 69 S Forest City, Iowa, 50436

### DIMENSIONS & CAPACITIES

## 2022 Chrysler Voyager

Passenger Van LX (RUCL53)

Output	287 hp @ 6,400 rpm
Torque	
Drag coefficient	0.30
1st gear ratio	
2nd gear ratio	
3rd gear ratio	
4th gear ratio	1.380
5th gear ratio	1.000
6th gear ratio	
7th gear ratio	
8th gear ratio	
9th gear ratio	
Reverse gear ratio	
City/hwy	19 mpg/28 mpg
Curb weight	
GVWR	6,055 lbs.
Towing capacity	
Front legroom	41.1 "
Rear legroom	
Third legroom	
Front headroom	40.1 "
Rear headroom	
Third headroom	
Front hiproom	
Rear hiproom	
Third hiproom	
Front shoulder room	
Rear shoulder room	
Third shoulder room	
Passenger area volume	
Length	
Body width	
Body height	
Wheelbase	121.6 "

## DIMENSIONS & CAPACITIES Continued

Front track	68.3 "
Rear track	68.3 "
Turning radius	
Fuel tank	
Interior cargo volume	
Interior cargo volume seats folded	87.5 cu.ft.
Interior maximum cargo volume	

#### 2022 Chrysler Voyager Passenger Van LX (RUCL53)

Engine: 3.6L V6 24V VVT UPG I w/ESS Transmission: 9-Speed 948TE Automatic

#### (0 P) Bright White Exterior Clearcoat Interior (0 I) Black/Alloy/Black

CHIKYSLEK

Standard Equipment Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- 3.6L V-6 DOHC w/SMPI 287hp
- 9 speed automatic trans w/OD
- 4-wheel ABS
- Brake assistance
- Traction control
- P235/65R17 BSW H-rated tires
- Battery with run down protection
- Touring suspension
- Electronic stability
- Automatic air conditioning
- AM/FM SiriusXM satellite radio
- Daytime running lights
- Rear child safety locks
- 60-40 folding 3rd row split-bench seats

- Dual power remote heated mirrors
- Variable intermittent wipers
- Silver aluminum wheels
- Dual front airbags
- Driver & front passenger seat mounted side airbags
- Airbag occupancy sensor
- Sentry Key immobilizer
- Rear window defogger
- Tachometer
- Trip computer
- Underseat ducts
- Heated reclining front bucket seats
- 2nd row bucket seat

#### **STANDARD VEHICLE PRICE**

**OPTIONAL EQUIPMENT** 

50 State Emissions Quick Order Package 27E Engine: 3.6L V6 24V VVT UPG I w/ESS Transmission: 9-Speed 948TE Automatic	N/C N/C STD STD
3.25 Axle Ratio	STD
GVWR: 6,055 lbs	STD
Tires: 235/65R17 BSW AS	STD
Wheels: 17" x 7" Aluminum	STD
Cloth Bucket Seats	STD
Black Seats	N/C
Radio: Uconnect 5 w/7" Display	STD
Touring Suspension	STD
Interior : Black/Alloy/Black	N/C
Primary : Bright White Clearcoat	N/C



**SUBTOTAL** 

Destination

TOTAL