



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

State of West Virginia
Master Agreement

Order Date: 2014-12-17

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE BUYER.

Order Number: CMA 0212 0212 SWC0000000015	Procurement Folder: 62316
Document Name: MV15G-Statewide Contract for Model Year 2015 Vehicles	Reason for Modification:
Document Description: MV15G-Statewide Contract for Model Year 2015 Vehicles	
Procurement Type: Central Master Agreement	
Buyer Name:	
Telephone:	
Email:	
Shipping Method: Best Way	Effective Start Date: 2014-12-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2015-11-30

VENDOR	DEPARTMENT CONTACT
THORNHILL SUPERSTORE INC PO BOX 4454 US RT 119 S TRACE FORK RD EXIT CHAPMANVILLE WV 25508 US Vendor Contact Phone: (304) 855-1400 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Mike Sheets Requestor Phone: (304) 558-0492 Requestor Email: william.m.sheets@wv.gov

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

AGENCY COPY

Jan
12-16-14

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: <i>12/18/14</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: <i>12/22/14</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Tolson</i> DATE: <i>DEC 24 2014</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

OPEN-END CONTRACT

THE VENDOR, THORNHILL SUPERSTORE INC., AGREES TO ENTER WITH ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS INTO AN OPEN END CONTRACT TO PROVIDE FOR 2015, OR LATEST MODEL YEAR, MOTOR VEHICLES PER THE SPECIFICATIONS, TERMS AND CONDITIONS, BID REQUIREMENTS, ADDENDUM NO 1 DATED 09/29/2014, ADDENDUM NO 2 DATED 10/16/2014, ADDENDUM NO 3 DATED 10/23/2014, ADDENDUM NO 4 DATED 10/31/2014 AND THE VENDOR'S PROPOSAL DATED 11/13/2014 INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF HEREOF.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25100000				\$0.000000

Description: Motor vehicles

Extended Description:

2015, OR LATEST MODEL YEAR MOTOR VEHICLES(VEHICLE DETAILS TO BE PROVIDED WITH CDO ON EACH RELEASE ORDER)

Total Order Amount	Open End
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SWC0000000015	Document Phase Draft	Document Description MV15G-Statewide Contract for Model Year 2015 Vehicles	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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. **"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.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"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.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on 12/01/2014 and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 0 successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 0 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

Commercial General Liability Insurance: In the amount of _____ or more.

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

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

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

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of .5% of the agency's purchase requisition amount for delivery delays beyond 120 working days. This amount shall be assessed daily. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

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

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 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.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

MV15 - 2015, 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 2015, or latest model year, motor vehicles.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“CNG/ Bi-fuel motor vehicle”** means a motor vehicle that is capable of operating on either an alternative - Certified Natural Gas or conventional fuel based on driver selection.
 - 2.2 **“Contract Item” or “Contract Items”** means the list of vehicles identified by class and fuel type in the price pages and includes any mandatory requirements associated therein.
 - 2.3 **“EPA”** means Environmental Protection Agency.
 - 2.4 **“EPA City MPG Rating”** means the Environmental Protection Agency’s official Mile Per Gallon evaluation of a vehicles’ city fuel economy for a given fuel type. Vendors must use the *2015 Fuel Economy Guide*, for vehicle specific ratings which can be found at <http://www.fueleconomy.gov/feg/printGuides.shtml>
 - 2.5 **“EPA Highway MPG Rating”** means the Environmental Protection Agency’s official Mile Per Gallon evaluation of a vehicles’ highway fuel economy for a given fuel type. Vendors must use the *2015 Fuel Economy Guide*, for vehicle specific ratings which can be found at <http://www.fueleconomy.gov/feg/printGuides.shtml>
 - 2.6 **“E85”** means an alternative fuel that is a high-level gasoline-ethanol blend containing 51% to 83% ethanol, depending on geography and season.
 - 2.7 **“Flexible fuel motor vehicle”** means a vehicle that is capable of operating on a combination of alternative and conventional fuels concurrently.
 - 2.8 **“Gross Vehicle Weight Rating (GVWR)”** means the maximum loaded weight (including curb weight, operator & passenger weight, and payload) in pounds (lbs.) of a single vehicle. Vehicle manufacturers specify the maximum GVWR on the vehicle certification label.
 - 2.9 **“Hybrid”** means Hybrid-electric vehicle which uses a combination of a gasoline engine and electric motor(s).

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- 2.10 “Manufacturer/Brand” means the name of the maker of the contract item which will be supplied by the vendor.
- 2.11 “MPG” means miles per gallon rating of a vehicles’ fuel economy for a given fuel type as defined by the Environment Protection Agency in the *2015 Fuel Economy Guide*, for vehicle specific ratings which can be found at <http://www.fueleconomy.gov/feg/printGuides.shtml>.
- 2.12 “Model & Number” means the model name and model number associated with the contract item as defined by the manufacturer.
- 2.13 “OEM” means Original Equipment Manufacturer.
- 2.14 “Powertrain” means the group of components used to transmit engine power to the wheels. The powertrain includes the engine, clutch, transmission, universal joints, drive shaft, and rear-axle gears.
- 2.15 “Pricing Pages” means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
- 2.16 “QVM” means Qualified Vehicle Modifier.
- 2.17 “RFQ” means the official request for quotation published by the Purchasing Division and identified as MV15.
- 2.18 “Total life-cycle cost” means the complete cycle of a motor vehicle, from initial acquisition, through operation using the formula provided below for anticipated mileage.
- 2.19 “Vehicle class” means the designation of motor vehicle types that include sedans, sport utility vehicles, and trucks, or different categories of vehicles according to requirements specified herein.
- 2.20 “Vendor Name” means the company name of the vendor who will be supplying the contract item(s) to the State of West Virginia.
- 2.21 “Warranty” means the written guarantee issued with new motor vehicles or related equipment. It defines the manufacturer’s responsibility for the repair or replacement of defective parts and other services provided as part of the purchase price. A warranty can be nullified if the user does not follow certain stipulations of the manufacturer, such as preventive maintenance.

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

3. GENERAL REQUIREMENTS:

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

3.1.1 Vehicle Class 1 thru Vehicle Class 18A

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

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

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- K. Front bucket seats for all vehicles except trucks**
- L. Installed Air conditioning. The following vehicle classes must include rear air conditioning as well, Class 8, 9, 9A, 9B, 9C, 9D, and 9E, if available.**
- M. Installed floor mats, except where vinyl floor covering is present.**
- N. Installed front driver and passenger air bags**
- O. Installed power windows and locks on all doors except for Vans where power windows and locks on all doors are not available as an option from the manufacturer. Van vendors will provide power windows and locks where applicable.**
- P. Installed tilt wheel and cruise control**
- Q. Installed keyless entry**
- R. Installed "Fleetside" bed for Trucks.**

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

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specifications for each order vehicle class placed against the contract.

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

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

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

- A. Complete vehicle lubrication;
- B. Confirm oil level, fill crank case as needed, top off all fluids;
- C. Adjust engine to proper operating condition;
- D. Verify tire pressure and corrected as necessary;
- E. Check front end alignment or four wheel alignment if applicable, perform alignment if needed, and balance all tires;
- F. Wash/Clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, tags etc.;
- G. Include a minimum of one owner's manual;
- H. Upon delivery, the vehicles fuel tanks shall be full of fuel;
- I. Include temporary license if required;

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- J. Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered;
 - K. No dealer insignia or other advertising shall be affixed to the vehicle or appear on any accessory such as mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising will be rejected;
 - L. Perform operational checks which will cover all controls, systems, and devices, doors, windows, accessories, and road testing of the completed vehicle. Vehicle shall be driven at various speeds; brakes tested for dependability, vehicle checked for rattles, squeaks and must be in compliance with pre-delivery inspection/servicing procedures and make adjustments as necessary.
- 3.1.1.5 Workmanship:** Vehicles shall be free from defects that may impair their operation, safety, emissions, and serviceability, or detract from appearance.
- 3.1.1.6 Operator's Manuals:** The manufacturer shall furnish with the vehicle at least one copy of all warranty information and handbooks for the vehicle and any special equipment furnished with, or as a part of, the vehicle. This information shall be in hard copy form. The handbooks shall include as a minimum the vehicles operator's manual, vehicle maintenance handbook, and special equipment handbook.
- 3.1.1.7 Statement of Origin or Bill of Sale:** Unless otherwise specified, manufacturer's Statement of Origin or Bill of Sale showing the applicable purchase order number for each vehicle procured shall be provided. The document shall be forwarded to the agency's address shown on the equipment contract order prior to shipment. Vehicle safety/emission tests are the responsibility of the requisition agency.
- A. All vehicle identification numbers (VIN) must be supplied to the Fleet Management Office by email, referencing the purchase order, release order, or other procurement acquisition, or leasing agreement

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

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

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

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

D. Warranty Extensions - If the vendor receives from any supplier, manufacturer, or subcontractor additional warranty coverage on the whole or any component of the vehicle, in the form of time and/or mileage including any pro rata arrangements, or the vendor generally extends to its commercial customers a greater or extended warranty coverage, the agency shall receive corresponding warranty benefits.

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

4. CONTRACT AWARD:

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

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

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

The re-evaluation will utilize the EPA mileage ratings from the 2015 Fuel Economy Guide in place of the EPA Mileage rating from the manufacturer. In the event that the two EPA mileage ratings differ, the re-evaluation may result in cancellation of the existing award and re-award of a vehicle class to another vendor. Orders placed with an awarded vendor prior to a contract re-award will remain valid. Once a re-award is made and officially becomes effective, all new orders for that vehicle class will be placed with the re-awarded vendor.

4.3.1 "Vehicle Fuel Type" segment:

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

4.3.2 "EPA HIGHWAY MPG Rating" & "EPA CITY MPG Rating" segments: The EPA mileage ratings for Highway and City MPG are supplied by the US Environmental Protection Agency at the following

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website: <http://www.fueleconomy.gov/feg/printGuides.shtml> Vendor shall provide each corresponding EPA MPG rating in the cell provided.

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

4.3.4 “Total Life Cycle Cost” segment:

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

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

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

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

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

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

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

4.3.5 “Options”

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

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

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

5. ORDERING AND PAYMENT:

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

5.2 Agency Ordering Procedure: WV State Agencies shall issue a CDO (Central Delivery Order). The CDO and the following corresponding forms: MV15 Order form DOA-FM-005 (vehicle replacement) or DOA-FM-009 (fleet increase), shall be submitted to the Department of Administration Fleet Management Office for approval then forwarded to the Purchasing Division for processing.

Moreover, 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.

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

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financing company on contract with the State of West Virginia. The Department of Administration, Fleet Management Office (FMO) arranges third-party financing.

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

6. DELIVERY AND RETURN:

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

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

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

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

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

Division of Highways
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. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must

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first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice. Additionally, vendor may add a supplementary per mile charge for delivery to locations other than West Virginia Surplus Property and should provide this information in the "Options" section of each vehicle class pricing page.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

7. MISCELLANEOUS:

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

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____



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

State of West Virginia
 Request for Quotation
 36 - Vehicles

Proc Folder: 36604

Doc Description: ADDENDUM No.1-STATEWIDE CONTRACT FOR MODEL YEAR 2015 VEHICLE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-09-29	2014-10-21 13:30:00	CRFQ 0212 SWC1500000008	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
 (304) 558-0468
 dean.c.wingerd@wv.gov

Signature X

FEIN #

DATE

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

SOLICITATION NUMBER: CRFQ-SWC1500000008(MV15)

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide a copy of the Pre-Bid Meeting sign-in sheets, see pages attached.
2. To move the Question Submission deadline for this solicitation to Tuesday, October 14, 2014 at 5:00pm.
3. To provide Addendum Acknowledgment form.

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

Terms and Conditions:

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

ATTACHMENT A

SIGN IN SHEET

PLEASE PRINT

Date: September 29, 2014

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Bob Robinson Chevy GMC, Inc.</u> Rep: <u>BRIAN S. Long</u> Email Address: <u>bslong811@live.com</u>	<u>P.O. Box 6420 Wheeling WV</u> <u>155 Robinson Drive 26003</u> <u>TRIANGLEPHIA WV 26059</u>	PHONE <u>304-233-8000</u> TOLL FREE FAX <u>304-233-3127</u>
Company: <u>Jim Robinson Ford</u> Rep: <u>Harry Long</u> Email Address: <u>bslong811@live.com</u>	<u>95 Robinson Drive</u> <u>Triadelphia WV 26059</u>	PHONE <u>304-232-2400</u> TOLL FREE FAX <u>304-233-3127</u>
Company: <u>Jim Robinson Toyota</u> Rep: <u>DAVID THOMAS</u> Email Address: <u>bslong811@live.com</u>	<u>55 Robinson Drive</u> <u>Triadelphia WV 26059</u>	PHONE <u>304-232-1880</u> TOLL FREE FAX <u>304-233-3127</u>
Company: <u>Stephens Auto Center</u> Rep: <u>Richard Stephens</u> Email Address: <u>rstephens@stephensauto.com</u>	<u>P.O. Box 278</u> <u>Danville, WV 25053</u>	PHONE <u>304-369-2411</u> TOLL FREE <u>800-925-2411</u> FAX <u>304-369-2410</u>
Company: <u>MATHENY MOTOR TRUCK COMPANY</u> Rep: <u>MIKE MATHENY</u> Email Address: <u>mmatheny@mathenymotors.com</u>	<u>P.O. BOX 1304</u> <u>PARKERSBURG WV 26102-1304</u>	PHONE <u>304-485-4418 X160</u> TOLL FREE <u>800-284-4418 X160</u> FAX <u>304-485-2577</u>

SIGN IN SHEET

PLEASE PRINT

Page 2 of 3
 Date: September 29, 2014

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Matheny Motors</u> Rep: <u>Steve Skinner</u> Email Address: <u>SSkinner@mathenymotors.com</u>	<u>P.O. Box 1304</u> <u>Parkersburg WV 26102</u>	PHONE <u>304) 485-4418</u> ^{Ext 1648} TOLL FREE <u>800 284-4418</u> ^{Ext 1648} FAX <u>304) 485-4422</u>
Company: <u>Thornhill GM Superstore</u> Rep: <u>Charles Ellis</u> Email Address: <u>ceellis@attil.com</u>	<u>2119 Trade Park Rd</u> <u>Chapmanville, WV 25508</u>	PHONE <u>304-855-1400</u> TOLL FREE FAX <u>304-855-8319</u>
Company: <u>Thornhill Ford</u> Rep: <u>Jackie Adkins</u> Email Address: <u>jackie.adkins@thornhillautomotive.com</u>	<u>PO Box 1449</u> <u>Chapmanville WV 25508</u>	PHONE <u>304-855-8300</u> TOLL FREE FAX <u>304-855-8208</u>
Company: <u>Greenbrier Motor Co Inc</u> Rep: <u>Troy Dassel</u> Email Address: <u>greenbriercommercial@gmail.com</u>	<u>111 Seneca Trail</u> <u>Lewisburg WV 24505</u>	PHONE <u>304-645-1010</u> TOLL FREE <u>888-772-5555</u> FAX <u>304-645-1257</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE TOLL FREE FAX

SIGN IN SHEET

PLEASE PRINT

Page 3 of 3
 Date: September 29, 2014

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>HURRICANE CHEV</u> Rep: <u>CHARLES E. SIX, JR.</u> Email Address: <u>OPERATIONSDIRECTOR@HURRICANEHEVMOLET.COM</u>	<u>200 SATURN WAY</u> <u>HURRICANE, WV 25526</u>	PHONE <u>(304) 562-3005</u> TOLL FREE FAX <u>(304) 562-3105</u>
Company: <u>HURRICANE CHEVROLET</u> Rep: <u>DAVID HULL</u> Email Address: <u>fleet+salesmanager@hurricanechevrolet.com</u>	<u>200 SATURN WAY</u> <u>HURRICANE, WV 25526</u>	PHONE <u>304-562-300</u> TOLL FREE FAX <u>304-562-3105</u>
Company: <u>Thoenhill Commercial Solutions</u> Rep: <u>Jerry R Bibber (Fuso)</u> Email Address: <u>Jerry.Bibber@thoenhillAutomotive.com</u>	<u>107 MacGorkle Ave</u> <u>So. CHARLESTON, WV</u>	PHONE <u>304-688-7992</u> TOLL FREE FAX <u>304-855-8208</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE TOLL FREE FAX

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SWC150000008

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

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

Revised 6/8/2012



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

State of West Virginia
 Request for Quotation
 36 - Vehicles

Proc Folder: 36604

Doc Description: ADDENDUM No.2-STATEWIDE CONTRACT FOR MODEL YEAR 2015 VEHICLE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-16	2014-10-28 13:30:00	CRFQ 0212 SWC1500000008	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
 (304) 558-0468
 dean.c.wingerd@wv.gov

Signature X

FEIN #

DATE

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

SOLICITATION NUMBER: CRFQ-SWC1500000008(MV15)
Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To change the bid opening date for this solicitation to Tuesday October 28, 2014 at 1:30pm.
2. To provide Addendum Acknowledgment form.

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

Terms and Conditions:

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

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SWC1500000008

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

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

Revised 6/8/2012



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

State of West Virginia
 Request for Quotation
 36 - Vehicles

Proc Folder: 36604

Doc Description: ADDENDUM No.3-STATEWIDE CONTRACT FOR MODEL YEAR 2015 VEHICLE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-23	2014-11-06 13:30:00	CRFQ 0212 SWC1500000008	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
 (304) 558-0468
 dean.c.wingerd@wv.gov

Signature X

FEIN #

DATE

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

SOLICITATION NUMBER: CRFQ-SWC1500000008(MV15)

Addendum Number: 3

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

- 1) To change the bid opening date for this solicitation to Thursday November 6, 2014 at 1:30 pm.
An addendum will follow with responses to technical questions.
- 2) To provide Addendum Acknowledgment form.

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

Terms and Conditions:

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

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SWC150000008

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

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



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

State of West Virginia
 Request for Quotation
 36 - Vehicles

Proc Folder: 36604

Doc Description: ADDENDUM No.4-STATEWIDE CONTRACT FOR MODEL YEAR 2015 VEHICLE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-31	2014-11-13 13:30:00	CRFQ 0212 SWC1500000008	5

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
 (304) 558-0468
 dean.c.wingerd@wv.gov

Signature X

FEIN #

DATE

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

SOLICITATION NUMBER: CRFQ-SWC1500000008(MV15)
Addendum Number: 4

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To change the Bid opening date for this solicitation to November 13, 2014 at 1:30pm.
2. To provide responses to vendor questions regarding this solicitation.
3. To provide copies of revised pricing pages only, all other pricing pages remain unchanged. See attachments provided.
4. To provide Addendum Acknowledgment form.

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

Terms and Conditions:

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

ATTACHMENT A

Technical Questions and Responses for Solicitation CRFQ-SWC1500000008
Statewide Contract for Motor Vehicles Model 2015 or newer (MV15)

Q1. We have the same question for Class 5B Compact Utility & 6B Mid-Size Utility.

The Vehicle Requirements in Classification Drive: 4 Wheel/All Wheel with High and Low Range.

We can only provide All Wheel Drive without a High and Low Range. The type of vehicle we would be providing is a GMC Terrain and GMC Acadia. We are requesting an exception to the bid specification.

Response: Vehicle Class 5B Compact Utility and 6B Mid-Size Utility must have high and low range

Q2. Regarding our discussion at the pre-bid meeting, last year it was clarified on MV14 that although the specifications often call for "front and rear tow hooks", it is not always in the best interest of the state to require such. On some vehicles, adding and then using tow hooks would often cause damage to bumper covers, air dams, fascia, etc. I believe that your office agreed last year, on those vehicles where tow hooks were required, that either "front or rear" would suffice and if the vehicle were equipped with a trailer hitch, that no tow hooks would be necessary.

Response: Acknowledged, if the vehicle is equipped with a trailer hitch as standard factory equipment, then no rear tow hooks are required.

Q3. I have another question about MV15 pertaining to Class 8A-minivan.

The specification calls for "Slush/All-Weather Mats: Installed: Driver, Passenger, Cargo Areas".

If the standard flooring in the van is a factory installed vinyl floor covering that covers all areas of the floor, is this sufficient?

Response: Acknowledged, this requirement has been reviewed and addressed in the revised pricing page for Class 8A-Minivan

Q4. Addendum No. 1 to MV15 addresses a time extension for the Q&A but not the bid opening date. Based upon our discussion at the prebid meeting, I felt certain that you were in agreement that an extension of the bid opening is in order, particularly now that Q&A period has been extended. I am in hopes that you still plan some sort of extension and would appreciate your feedback on this as it will impact immediate planning for the bid process.

Response: Bid Opening Date has been moved to November 13, 2014 at 1:30pm

Q5. Regarding Class 9, Full Size Van, 8 passenger seating, would you lower the minimum wheelbase requirement to 130 inches from 134 inches?

Response: Acknowledged, and revised, this requirement has been reviewed and addressed in the revised pricing page for Class 9.

Q6. Would you lower the minimum number of doors from the currently required 6, to 4 doors minimum for Classes 9, 9B, and 9E?

Response: Acknowledged, and revised, this requirement has been reviewed and addressed in the revised pricing page(s) for Class 9, 9B, and 9E.

Q7. Would you please lower the minimum GVWR on Class 13A from 6,275 lbs. to 6,050 lbs.?

Response: Acknowledged, and revised, this requirement has been reviewed and addressed in the revised pricing page for Class 13A.

Q8. Could you lower the minimum GVWR requirement for Class 15A to 6,350 lbs.?

Response: Acknowledged, and revised, this requirement has been reviewed and addressed in the revised pricing page for Class 15A.

Q9. The request for 15A to lower the minimum GVWR to 6,350 lbs. will also apply to 15B, 15C and 15D?

Response: Acknowledged, and revised, this requirement has been reviewed and addressed in the revised pricing page(s) for Class 15B, 15C, and 15D.

Q10. Regarding the statewide contract for motor vehicles, MV15, I remain concerned that you would list your specifications using the number of cylinders contained in the engine (i.e. V8, V6, etc.) as a required minimum. For many years now, technology has allowed the vehicle manufacturers to build vehicles with smaller engines that have the same or more power than the engines that they replace. Historically, the configuration would often remain the same, such as a 4.6L V8 replacing a 5.0L V8 and maintaining or increasing power. Now, more than ever, the configuration is going to fewer cylinders. For example, the 2014 Ford Expedition was powered by a 5.4L V8 engine with 310 horsepower and 365 lb-ft of torque. The 2015 Expedition is powered by a 3.5L turbocharged V6 engine that generates 365 horsepower and 420 lb-ft of torque, a very significant increase. The smaller V6 engine, while more powerful, allows the vehicle to receive an EPA gas mileage rating that is two miles per gallon higher on both the city and highway ratings than the less powerful V8, 15/20 and 13/18 respectively, another significant increase.

Technology is even changing the way engines use their power. Chrysler now has several engines that recognize when eight cylinders are not needed and a computer shuts down four of the eight cylinders, saving fuel in the process. When the driver accelerates to the point that the additional cylinders are needed, the computer re-activates the rest of the engine.

Ignoring this revolution in engine technology would doom the state to a fleet of vehicles with archaic design which will result in unnecessary fuel costs while actually sacrificing the power desired to get the job done.

Response: Acknowledged, for the MV15 contract using the number of cylinders contained in the engine as a required minimum will remain unchanged and as written.

CLASS 8A- AUTOMOBILE - (Department of Environmental Protection Specifications)

Vendor Name: _____
 Manufacturer/Brand: _____
 Model Name & Number: _____

Vehicle Requirements:

Classification:	Mini Van
Drive:	Front Wheel or Rear Wheel
Passenger seating:	7 minimum (including driver)
Doors:	Minimum: 1 driver front, 1 passenger front, 1 driver sliding rear, 1 passenger sliding rear, 1 back
Wheelbase:	121 in., minimum
GVWR:	4,900 lbs. min, 6,075 lbs. max.
Engine:	6 cylinder minimum
Passenger AC/Heat rear:	Installed
Side Air bags:	Installed
Slush/All-Weather Mats:	Installed: Driver, Passenger, Cargo Areas unless factory installed vinyl floor covering is a standard feature

Additional Requirements:

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

Vendor Bid Response:				
Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline				
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

Options:

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

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

CLASS 9 - AUTOMOBILE

Vendor Name:

Manufacturer/Brand:

Model Name & Number:

Vehicle Requirements:

Classification:	Full Size Van
Drive:	Rear wheel
Passenger seating:	8 minimum (including driver)
Doors:	4, minimum
Wheelbase:	130 in., minimum
GVWR:	6250 lbs. min, 9930 lbs. max.
Engine:	8 cylinder minimum

Additional Requirements:

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

Vendor Bid Response:	
Vehicle fuel type	Unit Price
Gasoline	
Flex-fuel	
Diesel	
CNG/Bifuel	
Hybrid	

Options:

FOB Dealership: (Deduct)

FOB Other than Metro Charleston - Per Mile

\$	<hr/>
\$	<hr/>

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

CLASS 9B - AUTOMOBILE

Vendor Name:

Manufacturer/Brand:

Model Name & Number:

Vehicle Requirements:

Classification:	Full Size Van
Drive:	Rear wheel
Passenger seating:	12 minimum (including driver)
Doors:	4, minimum
Wheelbase:	134 in., minimum
GVWR:	6250 lbs. min, 9930 lbs. max.
Engine:	8 cylinder minimum

Additional Requirements:

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

Vendor Bid Response:	
Vehicle fuel type	Unit Price
Gasoline	
Flex-fuel	
Diesel	
CNG/Bifuel	
Hybrid	

Options:

FOB Dealership: (Deduct)

FOB Other than Metro Charleston - Per Mile

\$ _____
 \$ _____

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

CLASS 9E - AUTOMOBILE

Vendor Name:

Manufacturer/Brand:

Model Name & Number:

Vehicle Requirements:

Classification:	Full Size Van
Drive:	Rear Wheel
Passenger seating:	15 minimum (including driver)
Doors:	4, minimum
Wheelbase:	134 in., minimum
GVWR:	6250 lbs. min, 9930 lbs. max.
Engine:	8 cylinder minimum

Additional Requirements:

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

Vendor Bid Response:	
Vehicle fuel type	Unit Price
Gasoline	
Flex-fuel	
Diesel	
CNG/Bifuel	
Hybrid	

Options:

FOB Dealership: (Deduct)

FOB Other than Metro Charleston - Per Mile

\$ _____
 \$ _____

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

CLASS 13A - AUTOMOBILE

Vendor Name: _____
 Manufacturer/Brand: _____
 Model Name & Number: _____

Vehicle Requirements:

Classification:	Standard Pick Up Reg Cab
Drive:	4 Wheel
Passenger seating:	2 minimum (including driver)
Doors:	2, minimum
Wheelbase:	119 in., minimum
GVWR:	6050 lbs. min, 6800 lbs. max.
Engine:	6 cylinder minimum

Additional Requirements:

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

Vendor Bid Response:				
Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline				
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

Options:

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

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

CLASS 15A - AUTOMOBILE

Vendor Name:

Manufacturer/Brand:

Model Name & Number:

Vehicle Requirements:

Classification:	Standard Pick Up Crew Cab
Drive:	4 Wheel/All Wheel
Passenger seating:	4 minimum (including driver)
Doors:	4 full doors, minimum
Wheelbase:	140 in., minimum
GVWR:	6350 lbs. min, 7350 lbs. max.
Engine:	6 cylinder minimum

Additional Requirements:

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

Vendor Bid Response:				
Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline				
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

Options:

FOB Dealership: (Deduct)

FOB Other than Metro Charleston - Per Mile

\$ _____
 \$ _____

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

CLASS 15B - AUTOMOBILE - (Miner's Health Safety Specifications)

Vendor Name:

Manufacturer/Brand:

Model Name & Number:

Vehicle Requirements:

Classification:	Standard Pick Up Crew Cab
Drive:	4 Wheel/All Wheel
Passenger seating:	4 minimum (including driver)
Doors:	4 full doors, minimum
Wheelbase:	140 in., minimum
GVWR:	6350 lbs. min, 7350 lbs. max.
Engine:	6 cylinder minimum
Floor Covering:	Vinyl

Off Road Package: Includes but not limited to: Limited Slip rear, axle tack lok differential, heavy duty engine cooling, skid plates, heavy duty suspension with gas shocks, tow hooks and all terrain tires.

Tow Package: Installed Hitch & Wiring

Bed: Short Bed

Additional Requirements:

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

Vendor Bid Response:				
Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline				
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

Options:

FOB Dealership: (Deduct)

FOB Other than Metro Charleston - Per Mile

\$ _____
 \$ _____

CLASS 15C - AUTOMOBILE - (Department of Environmental Protection Specifications)

Vendor Name:

Manufacturer/Brand:

Model Name & Number:

Vehicle Requirements:

Classification: Standard Pick Up Crew Cab

Drive: 4 Wheel/All Wheel with High & Low Range

Passenger seating: 4 minimum (including driver)

Doors: 4 full doors, minimum

Wheelbase: 149 in., minimum

GVWR: 6350 lbs. min, 7350 lbs. max.

Engine: 8 Cylinder

Off Road Package: Includes but not limited to:
 Limited Slip rear, axle tack lok differential, heavy duty engine cooling, skid plates, heavy duty suspension with gas shocks, front & rear tow hooks and all terrain tires.

Tow Package: Installed Hitch & Wiring

Bed: Long bed with drop-in bedliner

Sliding Rear Window: Installed

Additional Requirements:

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

Vendor Bid Response:				
Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline				
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

Options:

FOB Dealership: (Deduct)

FOB Other than Metro Charleston - Per Mile

\$ _____
 \$ _____

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

CLASS 15D - AUTOMOBILE - (Department of Environmental Protection Specifications)

Vendor Name:

Manufacturer/Brand:

Model Name & Number:

Vehicle Requirements:

Classification:	Standard Pick Up Crew Cab
Drive:	4 Wheel/All Wheel with High & Low Range
Passenger seating:	4 minimum (including driver)
Doors:	4 full doors, minimum
Wheelbase:	140 in., minimum
GVWR:	6350 lbs. min, 7350 lbs. max.
Engine:	8 Cylinder

Off Road Package: Includes but not limited to:
 Limited Slip rear, axle tack
 lok differential, heavy duty
 engine cooling, skid plates,
 heavy duty suspension
 with gas shocks, front &
 rear tow hooks and all
 terrain tires.

Tow Package:	Installed Hitch & Wiring
Bed:	Short bed with drop-in bedliner
Sliding Rear Window:	Installed

Additional Requirements:

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

Vendor Bid Response:				
Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline				
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

Options:

FOB Dealership: (Deduct)

FOB Other than Metro Charleston - Per Mile

\$

\$

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SWC1500000008

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

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

MV15		Thornhill GM	
Class	Type	Model	Unit Price
15B	Gas	Chevrolet Silverado CK15543	\$29,682.20
15C	Gas	Chevrolet Silverado CK15743	\$29,998.80

CLASS 15B - AUTOMOBILE - (Miner's Health Safety Specifications)

Vendor Name:
 Manufacturer/Brand:
 Model Name & Number:

THORNHILL GM
CHEVROLET
SILVERADO CK15543

Vehicle Requirements:

Classification: Standard Pick Up Crew Cab
 Drive: 4 Wheel/All Wheel
 Passenger seating: 4 minimum (including driver)
 Doors: 4 full doors, minimum
 Wheelbase: 140 in., minimum
 GVWR: 6800 lbs. min, 7350 lbs. max.
 Engine: 6 cylinder minimum
 Floor Covering: Vinyl

Off Road Package: Includes but not limited to: Limited Slip rear, axle tack lok differential, heavy duty engine cooling, skid plates, heavy duty suspension with gas shocks, tow hooks and all terrain tires.

Tow Package: Installed Hitch & Wiring
 Bed: Short Bed

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	22	16	29682.20	43038.16
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

Options:
 FOB Dealership: (Deduct)
 FOB Other than Metro Charleston - Per Mile

\$ _____
 \$ _____

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

Vendor Name:
 Manufacturer/Brand:
 Model Name & Number:

Thorhill GM
Chvrolet
Silverado CK15243

Vehicle Requirements:

Classification:	Standard Pick Up Crew Cab
Drive:	4 Wheel/All Wheel with High & Low Range
Passenger seating:	4 minimum (including driver)
Doors:	4 full doors, minimum
Wheelbase:	149 in., minimum
GVWR:	6800 lbs. min, 7350 lbs. max.
Engine:	8 Cylinder

Off Road Package: Includes but not limited to:
 Limited Slip rear, axle tack lok differential, heavy duty engine cooling, skid plates, heavy duty suspension with gas shocks, front & rear tow hooks and all terrain tires.

Tow Package:	Installed Hitch & Wiring
Bed:	Long bed with drop-in bedliner
Sliding Rear Window:	Installed

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	22	16	29998.80	43354.76
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

Options:

FOB Dealership: (Deduct)

FOB Other than Metro Charleston - Per Mile

\$ _____
 \$ _____

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