



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

Request for Quotation

RFQ NUMBER
PC09

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS 304-558-8802

DAVID W HULL
HURRICANE CHEVROLET
200 SATURN WAY
HURRICANE WV 25526

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/10/2008				

BID OPENING DATE: 10/07/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY 2009 (OR CURRENT YEAR MODELS) POLICE VEHICLES FOR THE WEST VIRGINIA STATE POLICE AND ALL POLITICAL SUBDIVISIONS.						
ATTACHMENTS TO THIS REQUEST FOR QUOTATION:						
1. SPECIFICATIONS/PRICING PAGES FOR FORD CROWN VICTORIA, 4 PAGES.						
2. SPECIFICATIONS/PRICING PAGES FOR CHEVROLET IMPALA, FOUR PAGES.						
3. SPECIFICATIONS/PRICING PAGES FOR DODGE CHARGER, THREE PAGES.						
4. SPECIFICATIONS/PRICING PAGES FOR DODGE DURANGO, FORD EXPLORER XLT OR JEEP GRAND CHEROKEE, THREE PAGES.						
5. SPECIFICATIONS/PRICING PAGES FOR CHEVROLET TAHOE, 4 PAGES.						
VENDORS ARE REQUESTED TO COMPLETE PRICING AS REQUESTED ON THE SPECIFICATION/PRICING PAGES, AND BIDDER'S NAME TO EACH PAGE.						
*****NOTICE*****NOTICE*****NOTICE*****						
ALL OPTION PRICING MUST BE AT DEALER COST. BIDDERS SHOULD COMPLETE AND RETURN THE INFORMATION/CERTIFICATION PAGE WITH BIDS. CONTRACTS SHALL NOT BE AWARDED WITHOUT RECEIPT OF THIS CERTIFICATION.						

RECEIVED

08 OCT -7 PM 1:11

PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-562-3005	DATE 10-6-08
TITLE FLEET SALES MANAGER	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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TYPE NAME/ADDRESS HERE

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Hurricane Chevrolet Inc.
200 Saturn Way
Hurricane, WV 25526

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ALL STATE AGENCIES
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY, SEPTEMBER 22, 2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: JO.A.ADKINS@WV.GOV *****REPORTS: SUCCESSFUL VENDORS SHALL BE REQUIRED TO SUBMIT A REPORT (DUE SEPTEMBER 1, 2009) DETAILING THE NUMBER OF VEHICLES AND TOTAL AMOUNT OF SALES TO DATE. IT WOULD BE HELPFUL IF THIS REPORT INCLUDED THE AGENCY OR POLITICAL SUBDIVISION MAKING THE PURCHASE(S).						
0001	1	EA		070-06-99-001		No Bid
FORD CROWN VICTORIA POLICE INTERCEPTOR						

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SIGNATURE 	TELEPHONE 304-562-3005	DATE 10-6-08
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200 Saturn Way
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0002	1	EA		070-06-99-002		19397.00
				CHEVROLET IMPALA POLICE PURSUIT VEHICLE		
0003	1	EA		070-06-99-003		NO BID
				DODGE DURANGO, FORD EXPLR XLT, OR JEEP GRND CHRKE		
0004	1	EA		070-06-99-004		NO BID
				CHEVROLET TAHOE 4 WD, SPEICAL SERVICE PACKAGE		
0005	1	EA		070-06-99-005		NO BID
				DODGE CHARGER POLICE PURSUIT VEHICLE		
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]*

TELEPHONE 304-562-3005

DATE 10-6-08

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200 Saturn Way
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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

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TELEPHONE

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FEIN

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<p>THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE</p>						

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Hurricane Chevrolet Inc.
200 Saturn Way
Hurricane, WV 25526

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<p>PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR</p>						
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<p>WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT</p>						

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SIGNATURE

JO ANN ADKINS
FLEET SALES MANAGER

FEIN

TELEPHONE

304-562-3005

DATE

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200 Saturn Way
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<p>AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>HURRICANE CHEVROLET INC</u></p> <p>DATE: <u>OCTOBER 6, 2008</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>FLEET SALES MANAGER</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU</p>						

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SIGNATURE	TELEPHONE	DATE
<u>[Signature]</u>	<u>304-562-3005</u>	<u>10-6-08</u>
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<p>ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: PC05</p> <p>BID OPENING DATE: 10/07/2008</p> <p>BID OPENING TIME: 1:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

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TRUCK
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TYPE NAME/ADDRESS HERE



Hurricane Chevrolet Inc.
200 Saturn Way
Hurricane, WV 25526

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/10/2008				

BID OPENING DATE: 10/07/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				304-562-3105	FAX	
CONTACT PERSON (PLEASE PRINT CLEARLY):				DAVID W. HULL		
***** THIS IS THE END OF RFQ PC09 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-562-3005	10-6-08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
FLEET SALES MANAGER		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

EXHIBIT 10

REQUISITION NO.: PC09

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 ☒

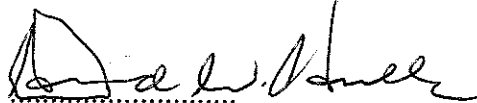
NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY 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.



SIGNATURE

HURRICANE CHEVROLET INC.

COMPANY

10-6-08

DATE

REV. 11/96

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- ☒ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ☒ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- ☒ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- ☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- ☒ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: HURRICANE CHEVROLET INC.

Signed: [Signature]

Date: 10-6-08

Title: FLEET SALES MANAGER

*Check any combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the maximum of 5% preference for both "A" and "B".

EXHIBIT 10

REQUISITION NO.: PC09

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
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ADDENDUM NO.'S:

NO. 1 ☒

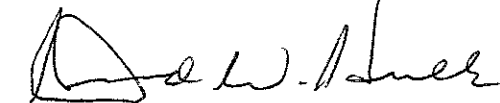
NO. 2

NO. 3

NO. 4

NO. 5

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SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.



SIGNATURE

HURRICANE CHEVROLET, INC

COMPANY

10-6-08

DATE

**2009 CHEVROLET IMPALA POLICE PURSUIT VEHICLE
(MID-SIZE, FOUR DOOR, FRONT WHEEL DRIVE)**

The base price bid of the specified vehicle will include all items/features/equipment listed by Chevrolet as standard equipment, as well as any other "optional" features listed below under Mandatory Equipment Base Package. These features include:

MODEL: 2009 Chevrolet Impala 4 – Door Sedan
Order Code: 9C1

Mandatory Equipment Base Package:

Air Conditioning:	Installed
Locks:	Power with rear door child security
Radio:	AM/FM/ Cassette with Clock <i>CD</i>
Steering:	Power, with Tilt Wheel
Wipers:	Intermittent with high speed Anti-lift Wipers System on Driverside
Brakes:	4 Wheel Anti-Lock disc brakes with Police Calibration and Heavy duty front brake pads
Suspension:	Heavy Duty Police, Front & Rear Stabilizer Bars
Transmission:	Heavy Duty, 4T65E 4-Speed Automatic, with Oil Cooler
Engine:	Chevrolet 3900 Series II SFI V-6
Cooling:	Heavy/Severe Duty, High Capacity
Engine Cradle:	Reinforced
Front Struts:	Reinforced
Alternator:	150 AMP with Idle Boost
Battery:	Heavy Duty
Tires:	P225/60R 16 SBR Blackwall "V" rated .
Wheels/Covers:	16 " x 6.5" heavy duty steel wheels, with chrome bolt on wheel center caps
Spare Tire: (N81)	Full Size
Seats -- Front:	Heavy duty cloth front bucket seats with ANO CONSOLE@ between the seats
Seats -- Rear:	Cloth Bench
Speedometer:	Certified calibrated speedometer
Key:	Single key for all locks, each vehicle different
Defogger:	Rear Window Installed
License Bracket	Front & Rear
Dome Lamp:	Door switch deactivated
Electric Mirrors:	LH & RH Remote Installed
Windows:	Power with Rear Window lockout switch, Factory Installed
Floor Covering:	Full carpeting to include a complete set of four, color- coordinated factory floor mats
Trunk Release	Electric
Dome Lamp (C67)	Front Aux.
State Police Paint Scheme	

WV State Police Custom Paint Scheme – (Vehicles will be purchased from available Chevrolet stock colors for the above described model). All bumper coverings and/or body side moldings are to be of the same color. The vendor will customize the paint scheme by painting the traditional gold portion of the vehicle, which includes the roof of vehicle, front and rear pillars. The exact paint code and pattern may be obtained from the West Virginia State Police Procurement Section, Attention, 1st Sgt. Rick Pursley(Phone 304-746-2238) prior to bid submission:

2009 CHEVROLET IMPALA POLICE PURSUIT VEHICLE
(MID-SIZE, FOUR DOOR, FRONT WHEEL DRIVE)

IMPORTANT NOTE: Prospective Vendors must include all profit margins for the vehicle bid in the "Base Vehicle Cost" below. Any and all options must be made available at actual Dealer Cost (the below listing is not all-inclusive) Pricing for all options listed below must be provided with the bid package. Failure to provide option-pricing information (at dealer cost) shall be grounds for disqualification of the bid. For bidding purposes, all options listed above must be included in the "Base Vehicle Cost."

Base Vehicle Cost:

\$ 19397.00

End of Base Vehicle Cost

OPTION PRICING INFORMATION:

Cruise Control: (K34)

\$ STANDARD

Seat -- Front -- substitute vinyl for cloth:

\$ N/A

Seat -- Rear -- substitute vinyl for cloth:

\$ NO CHARGE

Floor Covering - substitute heavy duty black vinyl for carpet (6A3) \$ 74.70

Spotlight -- Left Hand Driver's Side (7X6)

\$ 236.55

Service Manuals (one set) B
(complete set of "dealer" shop manuals,
Inclusive of any future updates)

\$ 160.00

Mats, Front and Rear (B34)

\$ 66.40

All Vehicles Keyed Alike: (6E8)

\$ NO CHARGE

Spare Tire -- Full Size (Credit)

\$ 141.00

Traction Control:

\$ NOT AVAILABLE

Switchable Daytime running lamps:

\$ NO CHARGE

Grounding stud located in the trunk

\$ STANDARD

Wiring for alternating lamps (Wig Wag)

\$ 74.70

WIRING, HORN AND SIREN CIRCUIT (6J4)

29.05

BODY-COLOR SIDE MOLDINGS (B86)

83.00

-- ADDITIONAL OPTIONS ON SEPERATE SHEET --

2009 CHEVROLET IMPALA POLICE PURSUIT VEHICLE
(MID-SIZE, FOUR DOOR, FRONT WHEEL DRIVE)

Power Driver's Seat \$ STANDARD
Shift Lever (6S1) \$ N/A
West Virginia State Police Custom Paint Scheme (Credit) \$ 200.00

Exterior Color Pricing:

Important Note: The above specified base vehicle cost is for vehicles painted "standard factory colors" (no two tone).

The base price quoted above is for any of the specified "standard factory colors", and must include color keyed // matching body trim and bumper covering, if available.

The below listed paint schemes are optional and shall be priced as indicated:

Standard Factory Color
in Two-Tone Paint Scheme: \$ 1556.25

If minimum order quantity required for Special Police paint schemes specify here:

Minimum # 5

ENGINE 3.9L V6 SFI 233 HP 240 TORQUE

USES GASOLINE OR E85 ETHANOL

GASOLINE 17 CITY 27 HIGHWAY

E85 FLEX 13 CITY 20 HIGHWAY

PER 2009 FEDERAL FUEL ECONOMY GUIDE



A Member of the Martin Group

200 Saturn Way
Hurricane, WV 25526
phone: (304) 562-3005
fax: (304) 562-3105
www.HurricaneChevrolet.com

ADDITIONAL OPTIONS

	<u>CODE</u>	<u>PRICE</u>
- THEFT- DETERRENT ALARM SYSTEM, CONTENT THEFT ALARM (INCLUDES REMOTE VEHICLE STARTER SYSTEM)	UA6	244.85
- REAR DOOR LOCKS INOPERATIVE (DOORS CAN BE OPENED FROM OUTSIDE)	GN6	20.75
- DOOR HANDLES, INSIDE REAR DOORS INOPERATIVE	LB2	24.90
- CARGO NET, TRUNK	AP9	37.35
- ENGINE BLOCK HEATER	K05	62.25
- SPOILER, REAR	D81	228.25
- MIRRORS, OUTSIDE HEATED POWER ADJUSTABLE (BODY COLOR)	DK2	49.80
- LAMPS, REAR-WINDOW SHELF AUXILARY STOP/TURN SIGNALS	6J6	199.20
- LAMPS, ALTERNATE FLASHING TRUNK LID WARNING	T53	186.75
- SPOT LAMP, DRIVER AND PASSENGER SIDE	7X7	468.95

PRICING LIST FROM GM

ENCLOSED

2009 CHEVROLET IMPALA POLICE PURSUIT VEHICLE
(MID-SIZE, FOUR DOOR, FRONT WHEEL DRIVE)

Optional Packages pricing for options listed below must be provided at Dealer cost.
Failure to provide option-pricing information (at Dealer cost) shall be grounds for
disqualification of the bid.

Chevrolet Impala (Kerr Industries Installations)

Equipment Tray (K012-11)	\$ <u>215.11</u>
Partition (KPHEX)	\$ <u>681.28</u>
Siren Speaker (KSPEAK)	\$ <u>257.41</u> <i>MUST ORDER OPTION 6J3</i>
Strobe Trunk Lid lamps	\$ <u>515.97</u>
Strobe Rear Parcel Lamps	\$ <u>465.44</u>
Front and Rear Corner Strobes	\$ <u>595.93</u>
NiteVision Dome Lamp	\$ <u>76.50</u>
Switch for Trunk Lid lamps	\$ <u>INCLUDED WITH STROBE TRUNK LID Lamps</u>
Spare Tire Well Cover	\$ <u>127.23</u>
Relocated Spare Tire	\$ <u>75.84</u>
Underhood Lamp	\$ <u>66.47</u>
Power Distribution Center	\$ <u>285.40</u> <i>FRONT & REAR</i>
Trunk Tray Ground Stud	\$ <u>27.85</u>
Plastic Rear Seat	\$ <u>519.58</u>
Fold Down Equipment Tray	\$ <u>215.11 11 INCH DROP</u> <u>209.02 6 INCH DROP</u>
Side Out Equipment Tray	\$ <u>257.77</u>
Trunk Organizer	\$ <u>335.50</u>
Keyless Remote Entry	\$ <u>STANDARD ON VEHICLE</u>
Shotgun Mounts	\$ <u>361.11 FOR SINGLE WEAPON</u> <u>529.21 FOR DUAL WEAPON</u>
Skid Plates	\$ <u>215.31</u>
Rear Deck Lamps (KDCK-RR)	\$ <u>465.44</u>

end

* SEE ATTACHED PRICE LIST FROM
KERR INDUSTRIES



Quote - 6-Oct-08

To: David Hull Hurricane Chevrolet
 From: Aly Kaczanowski
 RE: Quote for a 2009 Impala
 FAX #: 304-562-3105

Supply and Install the following options

- | | |
|--|-----------------------|
| ▪ K012-11 – equipment tray with an 11" drop | Cost per car \$215.11 |
| ▪ K012-06 – equipment tray with a 6" drop | Cost per car \$209.02 |
| ▪ K017-X17SL – half slide out tray | Cost per car \$239.67 |
| ▪ K017-07 – slide out equipment tray | Cost per car \$257.77 |
| ▪ KPHEX – prisoner partition with half expanded metal
NOTE: the partition does not include a lower kick panel | Cost per car \$681.28 |
| ▪ KSPEAK – 100 watt siren speaker
NOTE: must order SEO 6J3 | Cost per car \$257.41 |
| ▪ KCRNS – front and rear corner strobes with 90 watt power pack | Cost per car \$595.93 |
| ▪ KLID-STROBE – 2 strobe lights mounted to the deck lid with power pack and switch | Cost per car \$515.97 |
| ▪ KDCKS-RR – strobe lights mounted on the rear parcel shelf | Cost per car \$465.44 |
| ▪ KNVL55 – night vision dome lamp | Cost per car \$76.50 |
| ▪ K0110T – spare tire well cover | Cost per car \$127.23 |
| ▪ KSTR- spare tire relocate | Cost per car \$75.84 |
| ▪ K010 – under hood lamp | Cost per car \$66.47 |
| ▪ KPDIST – front and rear power distribution centers | Cost per car \$285.40 |
| ▪ KTGRND – equipment tray ground stud | Cost per car \$27.85 |
| ▪ KPRIS – rear plastic prisoner seat | Cost per car \$519.58 |
| ▪ KVETS – single weapon gun rack | Cost per car \$361.11 |
| ▪ KVETD – dual weapon gun rack | Cost per car \$529.21 |

- KSKID – skid plate Cost per car \$215.31
- Trunk Organizer, ABS plastic with lid and dividers Cost per car \$335.50
NOTE: if SEO N81 is ordered than KSTR and K0110T
must be order

Price is quoted in US funds and is exclusive of any applicable taxes

All equipment installed by Kerr Industries has a warranty of 3 years/ 36 000 miles.

Please contact us if you have any questions regarding this quote.

Thanks for the opportunity,

Alyson Kaczanowski
Coordinator, Police Upfitting and Integration
Kerr Industries Ltd.
(905) 725-6561
alyson@kerrindustries.ca

*Please note, Kerr Industries is not responsible and assumes no liability for the specifications of the car or the factory options ordered by the dealer to meet those specs. Please consult your Autobook for factory options and pricing for those options.

2009 Impala Police

2009 MODEL YEAR VEHICLE PRICE SCHEDULE
EFFECTIVE WITH START OF 2009 MODEL YEAR PRODUCTION

Base Model Prices	
-------------------	--

Model	Model Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Dealer Price (c)	Employee Price (c)	DFC
1WS19	Impala Police Sedan	\$24,965.00	\$0.00	\$24,965.00	\$23,591.93	\$22,842.98	\$22,992.98	\$750.00

Option Packages	
-----------------	--

Option code	Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Employee/ Dealer Price(c)
9C1	Police Package	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9C3	Unmarked Police Package	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Additional Options	
--------------------	--

Option Code	Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)	Employee/ Dealer Price(c)
Alarm System:						
UA6	Theft Deterrent Alarm System, incl Remote Vehicle Start	\$295.00	\$0.00	\$295.00	\$244.85	\$236.00
Cargo Net:						
AP9	Cargo Net	\$45.00	\$0.00	\$45.00	\$37.35	\$36.00
Engine Block Heater:						
K05	Engine Block Heater	\$75.00	\$0.00	\$75.00	\$62.25	\$60.00
Exterior Appearance:						
B86	Body-Color Body Side Moldings	\$100.00	\$0.00	\$100.00	\$83.00	\$80.00
Fleet Only Options:						
1PA	Paint Scheme 01	\$2,925.00	\$0.00	\$2,925.00	\$2,427.75	\$2,340.00
1PB	Paint Scheme 02	\$2,450.00	\$0.00	\$2,450.00	\$2,033.50	\$1,960.00
1PC	Paint Scheme 03	\$1,495.00	\$0.00	\$1,495.00	\$1,240.85	\$1,196.00
1PF	Paint Scheme 06	\$1,875.00	\$0.00	\$1,875.00	\$1,556.25	\$1,500.00
1PH	Paint Scheme 08	\$1,875.00	\$0.00	\$1,875.00	\$1,556.25	\$1,500.00
1PI	Paint Scheme 09	\$1,495.00	\$0.00	\$1,495.00	\$1,240.85	\$1,196.00
1PL	Paint Scheme 12	\$1,495.00	\$0.00	\$1,495.00	\$1,240.85	\$1,196.00
6A3	Heavy Duty Floor Mats	\$90.00	\$0.00	\$90.00	\$74.70	\$72.00
6B2	Rear Dr Handle, Inoperative	\$30.00	\$0.00	\$30.00	\$24.90	\$24.00
6C7	Front Auxiliary Dome Lamp	\$100.00	\$0.00	\$100.00	\$83.00	\$80.00
6C8	Coaxial Cable	\$55.00	\$0.00	\$55.00	\$45.65	\$44.00
6F5	Roof Wiring	\$150.00	\$0.00	\$150.00	\$124.50	\$120.00
6J3	Wiring , Grille Lamps & Spkrs	\$90.00	\$0.00	\$90.00	\$74.70	\$72.00
6J4	Wiring - Horn/Siren Circuit	\$35.00	\$0.00	\$35.00	\$29.05	\$28.00
6J6	Lamp Pkg - Rear Panel Lights	\$240.00	\$0.00	\$240.00	\$199.20	\$192.00
6J7	Flasher System - Headlamp & Taillamp	\$375.00	\$0.00	\$375.00	\$311.25	\$300.00
6N5	Rear Window Inoperative	\$35.00	\$0.00	\$35.00	\$29.05	\$28.00
6N6	Rear Dr Lock Inoperative	\$25.00	\$0.00	\$25.00	\$20.75	\$20.00
7X6	Left Hand Halogen Spotlamp	\$285.00	\$0.00	\$285.00	\$236.55	\$228.00
7X7	Dr & Pass Halogen Spotlamp	\$565.00	\$0.00	\$565.00	\$468.95	\$452.00
7X8	Spotlight Provision - Dr Side	\$135.00	\$0.00	\$135.00	\$112.05	\$108.00
7X9	Spot Provision - Dr & Pass	\$265.00	\$0.00	\$265.00	\$219.95	\$212.00
AMF	Remote Keyless Entry	\$75.00	\$0.00	\$75.00	\$62.25	\$60.00
D81	Aero Wing Spoiler	\$275.00	\$0.00	\$275.00	\$228.25	\$220.00
T53	Emergency Vehicle Flasher	\$225.00	\$0.00	\$225.00	\$186.75	\$180.00
WX7	Wiring, Auxiliary speaker	\$55.00	\$0.00	\$55.00	\$45.65	\$44.00
Floor Mats:						
B34	Floor Mats, Carpeted	\$80.00	\$0.00	\$80.00	\$66.40	\$64.00
Mirrors:						
DK2	Heated Outside Rearview Mirrors	\$60.00	\$0.00	\$60.00	\$49.80	\$48.00
Remote Vehicle Starter						

AP3	Remote Vehicle Starter System	\$190.00	\$0.00	\$190.00	\$157.70	\$152.00
Tires:						
N81	Full Size Spare Tire	\$170.00	\$0.00	\$170.00	\$141.10	\$136.00

****REFER TO DEALER ORDER GUIDE/DATA BOOK FOR MODEL AND OPTION AVAILABILITY AND APPLICATION****

- (a) Dealer invoice includes Holdback amount retained for dealer's account in accordance with applicable vehicle terms of sale bulletin.
- (b) D/H Charges on vehicle and optional equipment include reimbursement to ordering division for any tax that it has paid, incurred or agreed to pay thereon.
- (c) Manufacturer's Suggested Retail Prices, Employee Prices do not include applicable destination charges (DFC), state and local taxes, and license and registration fees.

To estimate the price of a Company-Owned used vehicle, including PEP, (Excluding taxes, title, registration, and other fees):		Vehicle Mileage	Model Discount
		1 - 3000	5.0%
1. Determine Employee price including \$150.00 administration fee		3001- 6000	8.0%
2. Using the mileage discount table at right, determine appropriate mileage discount as percentage of <u>Base Model List Price</u> , (i.e., excluding options)		>6001	11.5%
3. Deduct discount from Employee price			
For complete rules and guidelines, see the Vehicle Programs page of the Employee Service Center in GM Socrates			

GM PRICING AND DISCOUNTS ARE SUBJECT TO CHANGE AT THE DISCRETION OF GENERAL MOTORS

Published July 16, 2008

2009 Impala
Police

COLOR AVAILABILITY

COLOR CHART - 2009 Fleet/Non-Retail 1WS19 4dr Sdn Police

EXTERIOR	INTERIOR
	Ebony (19E)
Silver Ice Metallic (17U)	X
Imperial Blue Metallic (37U)	X
White (40U)	X
Black (41U)	X
Dark Silver Metallic (42U)	X
Gold Mist Metallic (51U)	X
Victory Red (74U)	X
Mocha Bronze Metallic (76U)	X
Slate Metallic (87U)	X

EBONY ONLY INTERIOR COLOR FOR 09

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 143.0, Data updated 9/30/2008 10:57:00 AM

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Customer File:

October 07, 2008 10:32:41 AM

Page 4

WARRANTY INFORMATION

WARRANTY INFORMATION - 2009 Fleet/Non-Retail 1WS19 4dr Sdn Police

WARRANTY

Basic:

3 Years/36,000 Miles

Drivetrain:

5 Years/100,000 Miles

Corrosion:

6 Years/100,000 Miles

Roadside Assistance:

5 Years/100,000 Miles

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 143.0, Data updated 9/30/2008 10:57:00 AM

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Customer File:

October 07, 2008 10:32:41 AM

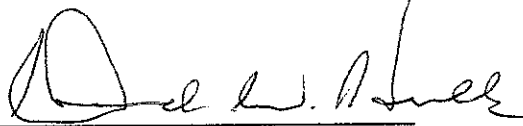
Page 5

Information/Option Certification

Vendor should complete the following: (Please Type)

Dealer:	<u>HURRICANE CHEVROLET INC.</u>
Vendor Contact:	<u>DAVID W. HULL</u>
Address:	<u>200 SATURN WAY HURRICANE WV 25526</u>
Telephone Number:	<u>304-562-3005</u>
Toll Free Number:	<u>800-807-1985</u>
Fax Number:	<u>304-562-3105</u>

By signature below, certification is made that options quoted on PC06 are quoted at dealer cost.

I <u>DAVID W. HULL</u>	
Print/Type Name	Signature

representing HURRICANE CHEVROLET INC.
Print/Type Dealership Name

hereby certify under penalty of perjury that options quoted on PC09 are quoted at dealer cost.

NOTE: No contracts shall be awarded unless this certification is signed and returned.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: HURRICANE CHEVROLET INC.

Authorized Signature: [Signature] Date: 10-6-08