



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

**Solicitation**

NUMBER
7014E010

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CRYSTAL RINK
304-558-2306

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

WHITESIDE OF ST CLAIRSVILLE INC  
 50714 NATIONAL ROAD  
 ST CLAIRSVILLE, OHIO 43950

SHIP TO

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
 26201 304-472-1750

DATE PRINTED
03/06/2014

BID OPENING DATE: 04/02/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2	EA		070-42	\$38200 <sup>00</sup>	\$76400 <sup>00</sup>
UTILITY VEHICLES, MID SIZE 4 WD  REQUEST FOR QUOTATION (ONE-TIME PURCHASE)  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR THE ONE-TIME PURCHASE OF TWO (2) MID SIZE FOUR (4) WHEEL DRIVE UTILITY VEHICLES PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 7014E010 ***** TOTAL:						
04/02/14 09:33:09AM West Virginia Purchasing Division						

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-610-0211	DATE 4/1/14
TITLE Fleet Mgr	FEIN 134-1398756	ADDRESS CHANGES TO BE NOTED ABOVE

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

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
  - A pre-bid meeting will not be held prior to bid opening.
  - A NON-MANDATORY PRE-BID meeting will be held at the following place and time:
  
  - A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: March 19, 2014 at 5:00 PM EST

Submit Questions to: Crystal Rink  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: 304-558-4115  
Email: crystal.g.rink@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BID OPENING TIME: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

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

BID TYPE:  Technical  
 Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: April 2, 2014 at 1:30 PM EST

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

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

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order 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 and 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 **"Purchase Order"** 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 successful bidder and Contract holder.
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 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 \_\_\_\_\_ and extends for a period of \_\_\_\_\_ 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 must be submitted to the Purchasing Division Director 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 \_\_\_\_\_ successive one (1) year periods. 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.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

**Release Order Limitations:** In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release 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.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall 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 Purchase Order 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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 issued and 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 issued and 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.
- WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- 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:** \_\_\_\_\_ or more.
- Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
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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. 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.

**10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount  
n/a for n/a

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.

- 13. 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 Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. 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.
- 17. 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, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 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.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. 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.

30. **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.
31. **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.**
32. **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.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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.

**38. [RESERVED]**

**39. 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>.

**40. 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.

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. In addition, 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. 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.

**41. 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.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

- 44. 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.

- 45. 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.

- 46. 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.

47. **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.
48. **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.
49. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
50. **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](mailto:purchasing.requisitions@wv.gov).
51. **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.

**52. 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:

- a. 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
- b. 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.



**53. 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.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

WHITESIDE OF ST CLAIRSVILLE INC  
50714 NATIONAL ROAD  
ST CLAIRSVILLE, OHIO 43951

(Company)

Thomas M. Murphy

(Authorized Signature)

Brian G. McCullley, Fleet Mgr

(Representative Name, Title)

800-610-0211

740-695-1756

(Phone Number)

(Fax Number)

(Date)

4/1/2014

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: 7014E010**

**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:**

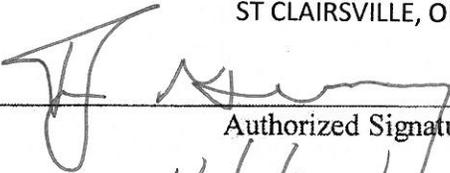
(Check the box next to each addendum received)

- |   |  |
|---|--|
| <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.

WHITESIDE OF ST CLAIRSVILLE INC  
50714 NATIONAL ROAD  
ST CLAIRSVILLE, OHIO 43950

\_\_\_\_\_



\_\_\_\_\_

Authorized Signature

4/11/2014

\_\_\_\_\_

Date

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

REQUEST FOR QUOTATION  
7014E010 Mid Size Utility Vehicle

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways, Equipment Division to establish a contract for the one time purchase of two Mid size Utility 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 **“Contract Item”** means two Mid Size Utility Vehicles.
  - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as 7014E010.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 **Mid Size Utility Vehicle**
      - 3.1.1.1 Mid size utility vehicle must be 4 wheel drive, 6270 GVWR minimum.
      - 3.1.1.2 Midsize utility vehicle must be compatible with but not limited to Ford Explorer, Chevy Tahoe or equal.
      - 3.1.1.3 Midsize utility vehicle must have the following:
        - Engine- Min. 235 Horse Power and 295 Torque
        - Automatic Transmission
        - Power Steering
        - Power/ABS Brakes
        - Radio AM/FM CD Player
        - Glass – All windows tinted
          - A. Solar tinted for front
          - B. Privacy tint for rear

REQUEST FOR QUOTATION  
7014E010 Mid Size Utility Vehicle

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Outside mirrors – left and right  
 License plate mounts - front and rear  
 All season tires  
 Full size spare tire with jack  
 Rear window defogger  
 Fuel tank  
 Front Seats – Bucket  
 Rear Seat – Bench  
 Air conditioning – including rear  
 Floor mats – Slush all weather mats all areas including cargo  
 Auto locking hubs  
 Front and Side air bags  
 Tilt wheel and cruise  
 Power windows/Power locks  
 Keyless entry  
 External spare tire carrier  
 Remote Start  
 Color – White  
 Off-Road Package, Including limited slip rear which shall offer  
 axle trac lok differential and heavy duty engine air cooler  
 Tow Package  
 Running Boards  
 Low range 4 wheel drive  
 Fog Lamps  
 Aluminum Wheels  
 Auxiliary Transmission and Oil cooler  
 Trailer wire with plug  
 Receiver Hitch

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by inserting unit cost and vehicle being bid. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

REQUEST FOR QUOTATION  
7014E010 Mid Size Utility Vehicle

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

**5. PAYMENT:**

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

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall advise the WVDOH, Equipment Division on delivery time immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 120 working days after receiving a purchase order or notice to proceed. Contract Items will be picked up at vendor's location.

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

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

**6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract 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. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

Exhibit A

## Cost Sheet

RFQ 7014E010

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Total
1	2	Each	Mid size 4WD Utility Vehicle, 6270 GVWR Minimum, Includes but not limited to Ford Explorer, Chevy Tahoe or equal	\$38200 <sup>00</sup>	\$76400 <sup>00</sup>

Vendor should also supply the year, make, and model of the following:

Utility Vehicles, Mid Size 4WD, Minimum 6270 GVWR

2015 CHEVROLET TAHOE 4WD

Prepared By:  
Brian McCulley

WHITESIDE OF ST CLAIRSVILLE INC  
50714 NATIONAL ROAD  
ST CLAIRSVILLE, OHIO 43950

## 2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

### ***SELECTED MODEL & OPTIONS***

#### **SELECTED MODEL - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

<u>Code</u>	<u>Description</u>
CK15706	2015 Chevrolet Tahoe 4WD 4dr Commercial

#### **SELECTED VEHICLE COLORS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

<u>Code</u>	<u>Description</u>
-	Interior: Jet Black
-	Exterior 1: Summit White
-	Exterior 2: No color has been selected.

#### **SELECTED OPTIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

##### **CATEGORY**

<u>Code</u>	<u>Description</u>
SUSPENSION PKG	
Z85	SUSPENSION PACKAGE, STANDARD, INCREASED CAPACITY, PREMIUM SMOOTH RIDE with Air leveler (Included and only available with (NHT) Maximum Trailering Package.)
EMISSIONS	
FE9	EMISSIONS, FEDERAL REQUIREMENTS includes (NT7) Federal tier 2 emissions
ENGINE	
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING includes aluminum block construction with Flex Fuel capability, capable of running on unleaded or up to 85% ethanol (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm; more than 300 lb-ft of torque from 2000 to 5600 rpm) (STD)
TRANSMISSION	
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode (STD)

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.

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Customer File:



## 2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

### ***SELECTED MODEL & OPTIONS***

#### **SELECTED OPTIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

##### **CATEGORY**

<b><u>Code</u></b>	<b><u>Description</u></b>
AXLE	
GU6	REAR AXLE, 3.42 RATIO
PREFERRED EQUIPMENT GROUP	
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP Includes Standard Equipment
WHEEL TYPE	
PZX	WHEELS, 18" X 8.5" (45.7 CM X 21.6 CM) ALUMINUM WITH HIGH-POLISHED FINISH
TIRES	
RKX	TIRES, P265/65R18 ALL-SEASON, BLACKWALL
SPARE TIRE	
RC4	TIRE, SPARE P265/70R17 ALL-SEASON, BLACKWALL
PAINT SCHEME	
ZY1	PAINT SCHEME, SOLID APPLICATION
PAINT	
GAZ	SUMMIT WHITE
SEAT TYPE	
A95	SEATING, FRONT BUCKET WITH PREMIUM CLOTH passenger seat includes power fore/aft, power recline and Power lumbar, 10-way power driver seat includes 6-way power cushion, 2-way power lumbar control and power recline
SEAT TRIM	
H0U	JET BLACK, CLOTH SEAT TRIM
RADIO	
IO3	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT JACK includes 2 USB ports and 1 SD card reader (STD)
ADDITIONAL EQUIPMENT	
NHT	MAX TRAILERING PACKAGE (Requires 4WD models.)

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Customer File:

## 2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

### ***SELECTED MODEL & OPTIONS***

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#### **SELECTED OPTIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

---

#### **CATEGORY**

<b><u>Code</u></b>	<b><u>Description</u></b>
<b>ADDITIONAL EQUIPMENT</b>	
NQH	TRANSFER CASE, ACTIVE, 2-SPEED ELECTRONIC AUTOTRAC with rotary controls, includes neutral position for dinghy towing (Requires 4WD model.)
NZZ	FRONT UNDERBODY SHIELD (Requires 4WD model.) (Included with (5W4) Special Service Vehicle only)
G80	DIFFERENTIAL, HEAVY-DUTY LOCKING REAR
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED (Included and only available with (NHT) Maximum Trailering Package.)
VK3	LICENSE PLATE FRONT MOUNTING PACKAGE (Included on orders with ship-to-states that require a front license plate.)
D07	CONSOLE, FLOOR with storage area, cup holders, SD card slot and auxiliary jack (Included and only available with (A95) front bucket seats.)
B30	FLOOR COVERING, COLOR-KEYED CARPETING
B58	FLOOR MATS, COLOR-KEYED CARPETED FIRST AND SECOND ROW, REMOVABLE (Included and only available with (B30) color-keyed floor covering.)
VAV	LPO, ALL-WEATHER FLOOR MATS (dealer-installed)
VLI	LPO, REAR CARGO MAT (dealer-installed)
BTV	REMOTE VEHICLE START
AYQ	AIR BAGS, FRONTAL AND SIDE-IMPACT FOR DRIVER AND FRONT PASSENGER driver inboard seat-mounted side-impact and head curtain side-impact for all rows in outboard seating positions (Included and only available with (A95) front bucket seats with Premium Cloth. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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Customer File:

2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

***SELECTED MODEL & OPTIONS***

**SELECTED OPTIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

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**CATEGORY**

**Code      Description**

**OPTIONS TOTAL**

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Customer File:

## 2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

### **STANDARD EQUIPMENT**

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#### **STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

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##### *ENTERTAINMENT*

- Audio system, AM/FM stereo with CD player and auxiliary input jack includes 2 USB ports and 1 SD card reader
- Audio system feature, single-slot CD/MP3 player
- Audio system feature, 6-speaker system
- SiriusXM radio delete
- Bluetooth for phone personal cell phone connectivity to vehicle audio system (Deleted when (UE0) OnStar delete is ordered.)

##### *EXTERIOR*

- Wheels, 17" x 8" painted steel
- Tires, P255/70R17 all-season, blackwall
- Wheel, full-size spare, 17" (43.2 cm) steel
- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Fascia, front body-color
- Fascia, rear color-keyed
- Luggage rack side rails, roof-mounted
- Assist steps, Black
- Daytime Running Lamps, with automatic exterior lamp control
- Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror. With (5W4) Special Service Vehicle includes black mirror caps, and driver spotter mirror is not included.
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer
- Liftgate, rear manual
- Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center (does not apply to spare tire)

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Customer File:

## 2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

### **STANDARD EQUIPMENT**

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#### **STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

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##### *INTERIOR*

- Seating, front 40/20/40 split-bench, 3-passenger includes 6-way power driver and 2-way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage, storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster. With (5W4) Special Service Vehicle, includes manual driver and front passenger reclining and lockable storage compartments.)
- Seat trim, cloth
- Seat adjuster, driver 6-way power (Requires (AZ3) 40/20/40 split-bench front seat.)
- Seat adjuster, front passenger 6-way power
- Seats, second row 60/40 split-folding bench, manual
- Seat, third row manual 60/40 split-folding bench, fold flat
- Floor covering, Black rubberized-vinyl
- Steering column, Tilt-Wheel
- Steering wheel, urethane
- Steering wheel controls, mounted cruise
- Display, driver instrument information enhanced, one color
- Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (5W4) Special Service Vehicle only)
- Door locks, power programmable with lockout protection (With (5W4) Special Service Vehicle, Auto Lockout is disabled on Driver door.)
- Remote Keyless Entry, extended-range (Not included when (PCK) Luxury Package is ordered.)
- Windows, power, all express down, front express up ((5W4) Special Service Vehicle includes lockout features)
- Cruise control, electronic with set and resume speed
- Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (5W4) Special Service Vehicle, includes dual-zone automatic climate control only.)
- Defogger, rear-window electric

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Customer File:

## 2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

### ***STANDARD EQUIPMENT***

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#### **STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

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- Power outlet, 110-volt
- Power outlets, 5 auxiliary, 12-volt includes outlets in the instrument panel, console, back of console, 1 in 3rd row and 1 in cargo area (when bench seat is ordered, the outlet on the back of the console is lost) (Included and only available with (AZ3) 40/20/40 split-bench front seats.)
- Mirror, inside rearview manual day/night
- Conversation mirror
- Assist handles, front passenger and second row outboard (With (5W4) Special Service Vehicle, front passenger assist handle is removed when (7X7) Spot lamps are ordered.)
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. With (5W4) Special Service Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Cargo management system

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Customer File:

## 2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

---

##### *MECHANICAL*

- Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction with Flex Fuel capability, capable of running on unleaded or up to 85% ethanol (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm; more than 300 lb-ft of torque from 2000 to 5600 rpm)
- Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode
- Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)
- Suspension Package, Premium Smooth Ride
- Transfer case, active, single-speed, electronic Autotrac with rotary controls, does not include neutral. Cannot be dinghy towed (Requires 4WD model. Not available with (NHT) Max Trailering Package.)
- 4-wheel drive
- Air cleaner, high-capacity
- Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
- Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
- Battery, 660 cold cranking amps with 80 amp hour rating
- Alternator, 150 amps
- Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver
- Recovery hooks, 2 front, frame-mounted
- GVWR, 7300 lbs. (3311 kg)
- Suspension, front coil-over-shock with stabilizer bar
- Suspension, rear multi-link with coil springs
- Steering, power

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Customer File:

## 2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

### **STANDARD EQUIPMENT**

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#### **STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

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##### *SAFETY*

- Theft deterrent, electrical, unauthorized entry
- Brakes, 4-wheel antilock, 4-wheel disc, VAC power
- StabiliTrak, stability control system with brake assist, includes traction control
- Air bags, frontal and side-impact for driver and front passenger and head curtain side-impact for all rows in outboard seating positions Note: Head curtain side-impact included for third row seating positions, even though seat has been deleted. (Included and only available with (AZ3) 40/20/40 split-bench front seat. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Automatic Occupant Sensing System sensor indicator inflatable restraint, front passenger/child presence detector
- OnStar, 6 months of Directions and Connections plan (Visit onstar.com for coverage map, details and system limitations. Services vary by model and conditions.)
- Rear Park Assist with audible warning
- Rear Vision Camera
- Safety belts, 3-point, driver and right-front passenger
- LATCH system (Lower Anchors and Top tethers for Children), for child safety seats; lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions
- Warning tones headlamp on, key-in-ignition, driver and right-front passenger safety belt unfasten and turn signal on

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Customer File:



## 2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

### ***WEIGHT RATINGS***

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#### **WEIGHT RATINGS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

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Front Gross Axle Weight Rating:	3,600.00
Rear Gross Axle Weight Rating:	4,100.00
Gross Vehicle Weight Rating:	7,300.00

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Customer File:

## 2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

### **WARRANTY INFORMATION**

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#### **WARRANTY INFORMATION - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

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WARRANTY

<<< PRELIMINARY 2015 WARRANTY >>>

Basic:

3 Years/36,000 Miles

Drivetrain:

5 Years/100,000 Miles

Corrosion:

3 Years/36,000 Miles

Rust-Through

6 Years/100,000 Miles

Roadside Assistance:

5 Years/100,000 Miles

Maintenance:

2 Years/24,000 Miles

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Customer File:

## 2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

### **TECHNICAL SPECIFICATIONS**

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#### **POWERTRAIN - BASIC SPECIFICATIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

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##### **ENGINE**

Engine Order Code	L83
Engine Type	Gas/Ethanol V8
Displacement	5.3L/- TBD - CID
SAE Net Horsepower @ RPM	355 @ 5600
SAE Net Torque (lb ft) @ RPM	383 @ 4100

##### **TRANSMISSION**

Transmission order code	MYC
Transmission Type Description	* 6-Speed Automatic
Drive Train	Four Wheel Drive

##### **MILEAGE**

City EPA fuel economy estimate (MPG)	16.00
Hwy EPA fuel economy estimate (MPG)	22.00
City cruising range (mi)	416.00
Hwy cruising range (mi)	572.00

\* Indicates equipment which is in addition to or replaces base model's standard equipment.

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Customer File:

2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

**TECHNICAL SPECIFICATIONS**

**POWERTRAIN - ADVANCED SPECIFICATIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

**TRANSMISSION**

Gear Ratio (:1)	
First Gear Ratio (:1)	- TBD -
Second Gear Ratio (:1)	- TBD -
Third Gear Ratio (:1)	- TBD -
Fourth Gear Ratio (:1)	- TBD -
Fifth Gear Ratio (:1)	- TBD -
Sixth Gear Ratio (:1)	- TBD -
Reverse Ratio (:1)	- TBD -
Clutch size (in)	
Power Take-Off	

**TRANSFER CASE**

Transfer case model	N/A
Gear Ratio (:1)	
Transfer case high gear ratio	- TBD -
Transfer case low gear ratio	- TBD -
Transfer case power take off	

**DIFFERENTIAL**

	Front	Rear
Axle Ratio (:1)	* 3.42	* 3.42

**ELECTRICAL**

Battery	1	2	3	Total
Battery cold cranking Amps @ 0 F	660.00			660.00
Alternator				
Alternator Amps	150.00			

**COOLING SYSTEM**

Cooling system capacity	- TBD -
Engine oil cooler	

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Customer File:

2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

**TECHNICAL SPECIFICATIONS**

**PAYLOAD/TRAILERING SPECIFICATIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

<b>WEIGHT INFORMATION</b>	<b>Front</b>	<b>Rear</b>	<b>Total</b>
Gross Axle Wt Rating (lbs)	3,600.00	4,100.00	
Curb Weight (lbs)	- TBD -	- TBD -	- TBD -
Total Option Weight (lbs)	0.00	0.00	0.00
As Spec'd Curb Weight (lbs)	- TBD -	- TBD -	- TBD -
As spec'd payload (lbs)			- TBD -
Total Weight (lbs)	- TBD -	- TBD -	- TBD -
Reserve Axle Capacity (lbs)	- TBD -	- TBD -	- TBD -
Gross Vehicle Wt Rating (lbs)			7,300.00
Gross Combined Wt Rating (lbs)			- TBD -
<b>TRAILERING</b>	<b>Max Trailer Wt.</b>	<b>Max Tongue Load</b>	
Dead Weight Hitch (lbs)	- TBD -	- TBD -	
Weight Distributing Hitch (lbs)	- TBD -	- TBD -	
Fifth Wheel Hitch (lbs)			

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Customer File:

2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

**TECHNICAL SPECIFICATIONS**

**CHASSIS SPECIFICATIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

<b>SUSPENSION</b>	<b>Front</b>	<b>Rear</b>	
Spring			
Spring Type	Independent	Multi-Link	
Spring Capacity	- TBD -	- TBD -	
Axle			
Axle Type	Independent	Semi-Floating	
Axle Capacity	3,600.00	* - TBD -	
Shock Absorber Diameter (mm)	- TBD -	- TBD -	
Stabilizer Bar Diameter (in)	- TBD -	- TBD -	
<b>BRAKES</b>			
Brake type	Pwr		
ABS System	4-Wheel		
	<b>Front</b>	<b>Rear</b>	
Disc	Yes	Yes	
Rotor Diam x Thickness (in)	- TBD -	- TBD -	
Drum			
Drum Diam x Width (in)			
<b>TIRES</b>	<b>Front</b>	<b>Rear</b>	<b>Spare</b>
Tire Order Code	* RKX	* RKX	* RC4
Tire Size	* P265/65R18	* P265/65R18	* P265/70R17
Capacity	- TBD -	- TBD -	- TBD -
Revolutions/Mile @ 45mph	N/A	N/A	N/A
<b>WHEELS</b>	<b>Front</b>	<b>Rear</b>	<b>Spare</b>
Wheel Size	* 18 x 8.5	* 18 x 8.5	17 x 7.5
Wheel Type	* Aluminum	* Aluminum	Steel

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Customer File:

## 2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

### **TECHNICAL SPECIFICATIONS**

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#### **CHASSIS SPECIFICATIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

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##### **STEERING**

Steering type	Pwr Rack & Pinion
Ratio (:1)	
On Center	- TBD -
At Lock	- TBD -
Turning Diameter	
Curb-to-Curb	39.00
Wall-to-Wall	N/A

##### **FUEL TANK**

	<b>Main</b>	<b>Auxiliary</b>
Capacity	26.00	
Location	- TBD -	

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Customer File:

## 2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

### **TECHNICAL SPECIFICATIONS**

#### **DIMENSIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial**

##### **EXTERIOR DIMENSIONS**

Wheelbase (in)	116.00
Length, Overall w/rear bumper (in)	204.00
Width, Max w/o mirrors (in)	80.50
Height, Overall (in)	74.40
Overhang	
Overhang, Front	- TBD -
Overhang, Rear w/o bumper	
Ground to Top of Load Floor (in)	35.91
Ground Clearance	
Ground Clearance, Front	- TBD -
Ground Clearance, Rear	- TBD -
Rear Door	
Rear Door Type	Liftgate
Rear Door Opening Height	- TBD -
Rear Door Opening Width	- TBD -
Side Door	
Side Door Type	
Side Door Opening Height (in)	
Side Door Opening Width (in)	
Step Up Height - Front (in)	- TBD -
Step Up Height - Side (in)	

##### **CARGO AREA DIMENSIONS**

Length @ Floor	
Cargo Area Length @ Floor to Console (in)	- TBD -
Cargo Area Length @ Floor to Seat 1	79.90
Cargo Area Length @ Floor to Seat 2	43.20

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Customer File:



## 2015 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

### TECHNICAL SPECIFICATIONS

#### DIMENSIONS - 2015 Fleet/Non-Retail CK15706 4WD 4dr Commercial

##### CARGO AREA DIMENSIONS

Cargo Area Length @ Floor to Seat 3	11.10
Cargo Area Length @ Floor to Console (in)	- TBD -
Width	
Cargo Area Width @ Beltline	- TBD -
Cargo Box Width @ Wheelhousings	- TBD -
Cargo Box (Area) Height (in)	33.94
Cargo Volume	
Cargo Volume to Seat 1	94.7
Cargo Volume to Seat 2	51.6
Cargo Volume to Seat 3	15.3
Cargo Volume to Seat 4	

##### INTERIOR DIMENSIONS

Passenger Capacity	* 8		
Seating Position	Front	Second	Third
Head Room (in)	42.80	38.70	38.10
Leg Room (in)	45.30	39.00	24.80
Shoulder Room (in)	64.80	65.10	62.60
Hip Room (in)	60.80	60.30	49.30

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Customer File:

# 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: WHITESIDE OF ST CHARLES Signed: [Signature]  
 Date: 4/1/14 Title: Tree Mer

RFQ No. 7014E010

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Whiteside of St. Clairsville, Inc.

Authorized Signature: [Signature] Date: 2/11/14

State of OHIO

County of BELMONT, to-wit:

Taken, subscribed, and sworn to before me this 1 day of APRIL, 2014.

My Commission expires 01-19-2016, 20  .

AFFIX SEAL HERE

NOTARY PUBLIC Diana L. Patterson

*Purchasing Affidavit (Revised 07/01/2012)*



Diana L. Patterson  
Notary Public, State of Ohio  
My commission expires January 19, 2016