



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

State of West Virginia
 Request for Quotation
 36 - Vehicles

Proc Folder: 251009

Doc Description: MVTRUCK17 - 2017, or latest model vehicle

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-02	2016-10-13 13:30:00	CRFQ 0212 SWC1700000004	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Thorshill Ford Lincoln
 500 Ford Fairlane Rt119
 Chapmanville, WV 25808
 304-855-8300

BID RECEIVED LATE
 BUYER *Christel Pink*
 WITNESS *[Signature]*
DISQUALIFIED

FOR INFORMATION CONTACT THE BUYER

Misty DeLong
 (304) 558-8802
 misty.m.delong@wv.gov

Signature X

Charles Ellis

FEIN # 20-3146880

DATE 11/1/16

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of all state agencies and political subdivisions to establish an open-end contract for 2017, or latest model year, motor vehicles - Class 6-7 and Class 11-17.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	MVTRUCK17 - 201, or latest model vehicle	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25100000			

Extended Description :

MVTRUCK17 - 201, or latest model vehicle.
Vendor shall enter all pricing on the attached pricing pages.

If bidding online Vendor should enter \$0.00 in the Oasis commodity line.
Vendor is responsible for completing and attaching the Exhibit A Pricing Pages to their online bid. See Section 18 of Instructions to Bidders.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-bid Meeting 11:00AM	2016-09-15
2	Technical Questions Due	2016-09-26

SWC1700000004	Document Phase Draft	Document Description MVTRUCK17 - 2017, or latest model vehicle	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

A **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:

West Virginia Purchasing Division
First Floor Conference Room
2019 Washington Street East
Charleston, WV 25305

September 15, 2016 at 11:00 AM. EST.

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: September 26, 2016

Submit Questions to: Misty Delong
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Misty.M.Delong@wv.gov

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

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

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

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

SEALED BID:
BUYER: Misty DeLong
SOLICITATION NO.: CRFQ SWC1700000004
BID OPENING DATE: October 13, 2016
BID OPENING TIME: 1:30 PM, EST.
FAX NUMBER:

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

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

BID TYPE: (This only applies to CRFP)
 Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: October 13, 2016 at 1:30 PM, EST.

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

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

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

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

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

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

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

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

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

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

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

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

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. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of .05% of agency's requisition amount

for delivery days beyond 120 working days. This amount will be assessed daily.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. 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.

13. 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.

14. 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.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

17. 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.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

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

20. 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.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. 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.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

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

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

Charles Ellis Fleet Mgr.
(Name, Title)
CHARLES ELLIS FLEET MGR.
(Printed Name and Title)
500 Ford Frigate Rd 119 Chapmanville, WV 25508
(Address)
304-855-8300 304-855-8208
(Phone Number) / (Fax Number)
CELLIS@MAIL.COM
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Thorntill Ford Lincoln
(Company)
Charles Ellis Fleet Mgr.
(Authorized Signature) (Representative Name, Title)
CHARLES ELLIS FLEET MGR.
(Printed Name and Title of Authorized Representative)
11/1/16
(Date)
304-855-8300 304-855-8208
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
MV17 – 2017, or latest model year, motor vehicles

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of all state agencies and political subdivisions to establish an open-end contract for 2017, or latest model year, motor vehicles – Class 6-7 and Class 11-17.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“CNG/ Bi-fuel motor vehicle”** means a motor vehicle that is capable of operating on either an alternative - Certified Natural Gas or conventional fuel based on driver selection.

 - 2.2 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.3 **“E85”** means an alternative fuel that is a high-level gasoline-ethanol blend containing 51% to 83% ethanol, depending on geography and season.

 - 2.4 **“Flexible fuel motor vehicle”** means a vehicle that is capable of operating on a combination of alternative and conventional fuels concurrently.

 - 2.5 **“Gross Vehicle Weight Rating (GVWR)”** means the maximum loaded weight (including curb weight, operator & passenger weight, and payload) in pounds (lbs.) of a single vehicle. Vehicle manufacturers specify the maximum GVWR on the vehicle certification label.

 - 2.6 **“Hybrid”** means Hybrid-electric vehicle which uses a combination of a gasoline engine and electric motor(s). (See Section 3.1.1.3)

 - 2.7 **“Manufacturer/Brand”** means the name of the maker of the contract item which will be supplied by the vendor.

 - 2.8 **“Model & Number”** means the model name and model number associated with the contract item as defined by the manufacturer.

 - 2.9 **“OEM”** means Original Equipment Manufacturer.

 - 2.10 **“Powertrain”** means the group of components used to transmit engine power to the wheels. The powertrain includes the engine, clutch, transmission, universal joints, drive shaft, and rear-axle gears.

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MV17 – 2017, or latest model year, motor vehicles

- 2.11 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
- 2.12 **“QVM”** means Qualified Vehicle Modifier.
- 2.13 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.14 **“Vehicle class”** means the designation of motor vehicle types that include sedans, sport utility vehicles, and trucks, or different categories of vehicles according to requirements specified herein.
- 2.15 **“Vendor Name”** means the company name of the vendor who will be supplying the contract item(s) to the State of West Virginia.
- 2.16 **“Warranty”** means the written guarantee issued with new motor vehicles or related equipment. It defines the manufacturer's responsibility for the repair or replacement of defective parts and other services provided as part of the purchase price. A warranty can be nullified if the user does not follow certain stipulations of the manufacturer, such as preventive maintenance.

3. GENERAL REQUIREMENTS:

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

3.1.1 Vehicle Class 6 thru 7 and Class 11 thru 17

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

A. Automatic Transmission

B. Power Steering

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- C. Power/ABS Brakes**
- D. AM/FM Radio installed**
- E. Manufacturer's Standard Tint Glass**
- F. Exterior power, left and right mirrors**
- G. License plate mounts located on the front and rear bumpers. Prior to delivery, all vehicles must be pre-drilled, with hardware installed, to meet specifications that require both front and rear license plates. Any vehicle delivered without such plate mounts will be rejected.**
- H. All-season tires**
- I. Manufacturer's standard spare tire with jack**
- J. Installed rear window defogger for all vehicles except trucks and cargo vans**
- K. Front bucket seats for all vehicles except trucks**
- L. Installed air conditioning. The following vehicle classes must include rear air conditioning – Class 6A, 6B, 6C, and 17**
- M. Installed floor mats, except where vinyl floor covering is present. The following vehicle classes require slush, all weather mats – Class 17**
- N. Installed front driver and passenger air bags**
- O. Installed power windows and locks on all doors except for Vans where power windows and locks on all doors are not available as an option from the manufacturer. Van vendors will provide power windows and locks where applicable.**
- P. Installed tilt wheel and cruise control**
- Q. Installed keyless entry**

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R. Installed “fleetside” bed for trucks.

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

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

A. All alternative vehicles must have the capacity to go a minimum of 150 miles.

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

C. **Hybrid Vehicles** must meet the following requirements -

a. Hybrid Vehicles must have both an internal combustion engine and an electric motor.

b. Hybrid Vehicles bid must be capable of driving on only electric power.

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

A. Complete vehicle lubrication;

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- B. Confirm oil level, fill crank case as needed, top off all fluids;
- C. Adjust engine to proper operating condition;
- D. Verify tire pressure and corrected as necessary;
- E. Check front end alignment or four wheel alignment if applicable, perform alignment if needed, and balance all tires;
- F. Wash/Clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, tags etc.;
- G. Include a minimum of one owner's manual;
- H. Upon delivery, the vehicles fuel tanks shall be full of fuel;
- I. Include temporary license if required;
- J. Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered;
- K. No dealer insignia or other advertising shall be affixed to the vehicle or appear on any accessory such as mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising will be rejected;
- L. Perform operational checks which will cover all controls, systems, and devices, doors, windows, accessories, and road testing of the completed vehicle. Vehicle shall be driven at various speeds; brakes tested for dependability, vehicle checked for rattles, squeaks and must be in compliance with pre-delivery inspection/servicing procedures and make adjustments as necessary.

3.1.1.5 Workmanship: Vehicles shall be free from defects that may impair their operation, safety, emissions, and serviceability, or detract from appearance.

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

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

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

B. Upon delivery of the vehicle, All documentation (Title Application, Statement of Origin, Delivery/Odometer Statement, Lease Agreement, etc.) in original form must be mailed or hand carried to:

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

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

A. **Basic Comprehensive Warranty Coverage** - The vendor shall provide the vehicle manufacturer's basic whole

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vehicle warranty. The minimum length of warranty shall be 3 years/36,000 miles and shall cover the entire vehicle (bumper to bumper).

B. Basic Corrosion and Powertrain Warranty

Coverage - the vendor shall provide the manufacturers' standard Basic Corrosion and Powertrain Warranty.

C. The warranty shall include furnishing, without cost to the agency, (FOB vendors' nearest dealer or branch to vehicle's location), of new parts and assemblies to replace any that failed or malfunctioned within the warranty period. The State may elect to have the corrective work performed at the vendor's location, branch, or dealership, or a manufacturer's factory authorized repair facility, or upon the vendor's approval, at a commercial or Government repair facility. The cost of labor involved in the replacement of the failed or malfunctioned part(s) or assemblies shall be borne by the vendor.

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

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

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the

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vendors that provide the Contract Items meeting the required specifications for the lowest unit price depending on class per fuel type vehicle class as shown on the Pricing Pages. Moreover, any vehicle below 8500 GVWR will be awarded based on total life cycle cost, while any vehicle above 8500 GVRW will be awarded based on lowest unit price. Additionally, vehicle class 6A, 6B, 6C, and 7 will be awarded based on lowest unit price. Each vehicle fuel type (Gasoline, Flex-fuel, Diesel, CNG/Bifuel, and Hybrid) contained in a given class, represents an opportunity for a separate bid response. Each of these vehicle fuel types shall be evaluated independently and awarded to the lowest responsible bidder meeting the specifications of the given vehicle fuel type in that vehicle class.

- 4.2 Life of Contract:** This contract shall become effective upon award and extends for one year or until such time as the vendor notifies the Purchasing Division that the model year build-out date has been reached, unless the vendor chooses to supply next model year vehicles at the price quoted, or until contracts are issued for the next model year.
- 4.3 Pricing Pages:** Vendor should complete the Pricing Pages by responding to the information requested in the “Vendor Name”, “Manufacturer/Brand”, “Model & Number”, and “Unit Price” fields for each vehicle class.

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

4.3.2 “Options”

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

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

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

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Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Misty.M.Delong@wv.gov

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Agency Ordering Procedure: WV State Agencies shall issue a CDO (Central Delivery Order.) The CDO and following corresponding forms: MV17 Order form DOA-FM-005 (vehicle replacement) or DOA-FM-009 (Fleet Increase) shall be submitted to the Department of Administration Fleet Management Office for approval. Then shall be forwarded to the Purchasing Division for processing.

The purchase requisition must be thoroughly completed and must contain the following: the contract number from which the vehicle is being procured, and must be properly signed by all appropriate parties. Additionally, emergency orders must clearly be stated on the purchase requisition.

Failure to meet the above requirements will result in the requisition being returned to the issuing agency for correction.

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

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

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

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Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice. The Vendor may add a supplementary per mile charge for delivery to locations other than West Virginia Surplus Property and should provide this information in the "Options" section of each vehicle class pricing page.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

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

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager: CHARLES ELLIS
Telephone Number: 304-855-8300
Fax Number: 304-855-8208
Email Address: CELLIS@MAIL.COM

**Class 6A - Automobile
Full Size Van**

Vendor Name: Thornhill Ford
Manufacturer/Brand: FORD
Model Name & Number: Transit X2Y

Vehicle Requirements:

Classification:	Full Size Van
Drive:	Rear wheel
Passenger seating:	8 minimum (including driver)
Doors:	6, minimum
Wheelbase:	134 in., minimum
GVWR:	6250 lbs. min, 9930 lbs. max.
Engine:	6 cylinder minimum for gasoline engines, 5 cylinder minimum for diesel

Additional Requirements:

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

Vendor Bid Response:	
Vehicle fuel type	Unit Price
Gasoline	\$ 28124.00
Flex-fuel	
Diesel	
CNG/Bifuel	
Hybrid	

Options:

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

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

**Class 6C - Automobile
Full Size Van**

Vendor Name: Thornhill Ford
Manufacturer/Brand: FORD
Model Name & Number: Transit X2Y

Vehicle Requirements:

Classification:	Full Size Van
Drive:	Rear Wheel
Passenger seating:	15 minimum (including driver)
Doors:	6, minimum
Wheelbase:	134 in., minimum
GVWR:	6250 lbs. min, 9930 lbs. max.
Engine:	6 cylinder minimum for gasoline engines, 5 cylinder minimum for diesel

Additional Requirements:

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

Vendor Bid Response:	
Vehicle fuel type	Unit Price
Gasoline	\$ 29399.28
Flex-fuel	
Diesel	
CNG/Bifuel	
Hybrid	

Options:

FOB Dealership: (Deduct)

\$ _____

FOB Other than Metro Charleston - Per Mile

\$ _____

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

**Class 11 - Automobile
Large Pick Up Regular Cab**

Vendor Name: Thornhill Ford
Manufacturer/Brand: FORD
Model Name & Number: F250 F2B

Vehicle Requirements:

Classification:	Large Pick Up Reg Cab
Drive:	4 Wheel/All wheel
Passenger seating:	2 minimum (including driver)
Doors:	2, minimum
Wheelbase:	133 in., minimum
GVWR:	8650 lbs. min, 10,000 lbs. max.
Engine:	6 cylinder minimum
Tow Package:	Installed Hitch & Wiring

Additional Requirements:

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

Vendor Bid Response:	
Vehicle fuel type	Unit Price
Gasoline	\$ 24927.28
Flex-fuel	
Diesel	
CNG/Bifuel	
Hybrid	

Options:

FOB Dealership: (Deduct)

\$ _____
 \$ _____

FOB Other than Metro Charleston - Per Mile

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

**Class 12 - Automobile
Large Pick Up Extended Cab**

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

Thornhill
FORD
F250 X2B

Vehicle Requirements:

Classification:	Large Pick Up Extended Cab
Drive:	4 Wheel/All wheel with High/Low Range
Passenger seating:	4 minimum (including driver)
Doors:	4, minimum
Wheelbase:	141 in., minimum
GVWR:	8600 lbs. min, 10,000 lbs. max
Engine:	6 cylinder minimum
Off Road Package:	Includes but not limited to: Limited Slip rear, axle tack lok differential, heavy duty engine cooling, skid plates, heavy duty suspension with gas shocks, front & rear tow hooks and all terrain tires.
Tow Package:	Installed Hitch & Wiring
Slush/All weather Mats	Installed on driver and passenger front and second row
Bed:	Short, with installed drop-in liner.
Sliding rear window:	Installed

Additional Requirements:

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

Vendor Bid Response:	
Vehicle fuel type	Unit Price
Gasoline	\$ 27998.42
Flex-fuel	
Diesel	
CNG/Bifuel	
Hybrid	

Options:

FOB Dealership: (Deduct)

\$

FOB Other than Metro Charleston - Per Mile

\$

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

**Class 13A - Automobile
Large Pick Up Crew Cab**

Vendor Name: Thornhill Ford
Manufacturer/Brand: FORD
Model Name & Number: F250 W2A

Vehicle Requirements:

Classification: Large Pick Up Crew Cab
Drive: Rear Wheel
Passenger seating: 5 minimum (including driver)
Doors: 4 full doors, minimum
Wheelbase: 148 in., minimum
GVWR: 8,750 lbs. min,
10,000 lbs. max
Engine: 6 cylinder minimum
Tow Package: Installed Hitch & Wiring

Additional Requirements:

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

Vendor Bid Response:

Vehicle fuel type	Unit Price
Gasoline	\$ 25808.42
Flex-fuel	
Diesel	
CNG/Bifuel	
Hybrid	

Options:

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

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

**Class 13B - Automobile
Large Pick Up Crew Cab**

Vendor Name: Thornhill Ford
Manufacturer/Brand: FORD
Model Name & Number: F250 W2B

Vehicle Requirements:

Classification:	Large Pick Up Crew Cab
Drive:	4WD
Passenger seating:	5 minimum (including driver)
Doors:	4 full doors, minimum
Wheelbase:	148 in., minimum
GVWR:	8,750 lbs. min, 10,000 lbs. max
Engine:	6 cylinder minimum
Tow Package:	Installed Hitch & Wiring
Bed:	Minimum 8 Ft Bed.

Additional Requirements:

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

Vendor Bid Response:	
Vehicle fuel type	Unit Price
Gasoline	\$ 28449.56
Flex-fuel	
Diesel	
CNG/Bifuel	
Hybrid	

Options:

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

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

**Class 14 - Automobile
Large Pick Up Crew Cab**

Vendor Name:	Thornhill Ford
Manufacturer/Brand:	FORD
Model Name & Number:	F250 W2B

Vehicle Requirements:

Classification:	Large Pick Up Crew Cab
Drive:	4 Wheel/All Wheel
Passenger seating:	5 minimum (including driver)
Doors:	4 full doors, minimum
Wheelbase:	148 in., minimum
GVWR:	8,800 lbs. min, 10,000. lbs. max
Engine:	6 cylinder minimum
Tow Package:	Installed Hitch & Wiring

Additional Requirements:

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

Vendor Bid Response:	
Vehicle fuel type	Unit Price
Gasoline	\$ 28265.42
Flex-fuel	
Diesel	
CNG/Bifuel	
Hybrid	

Options:

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

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

**Class 15 - Automobile
Large Pick Up Crew Cab *slw***

Vendor Name: Thornhill Ford
Manufacturer/Brand: FORD
Model Name & Number: F250 W2B

Vehicle Requirements:

Classification: Large Pick Up Crew Cab
Drive: 4 Wheel/All Wheel with High and Low Range
Passenger seating: 5 minimum (including driver)
Doors: 4 full doors, minimum
Wheelbase: 148 in., minimum
GVWR: 8,800 lbs. min, 10,000. lbs. max
Engine: 6 cylinder minimum

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

Bed: Short bed, with installed
 drop-in bed liner
Tow Package: Installed Hitch & Wiring
Slush/All-weather mats Installed driver & passanger,
 front and second row.
Sliding Rear Window: Installed

Additional Requirements:

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

Vendor Bid Response:	
Vehicle fuel type	Unit Price
Gasoline	\$ 29337.42
Flex-fuel	
Diesel	
CNG/Bifuel	
Hybrid	

Options:

FOB Dealership: (Deduct)

\$ _____

FOB Other than Metro Charleston - Per Mile

\$ _____

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

**Class 16 - Automobile
Large Pick Up Regular Cab**

Vendor Name:	Thornhill Ford
Manufacturer/Brand:	FORD
Model Name & Number:	F350 F3B

Vehicle Requirements:

Classification:	Large Pick Up Reg Cab
Drive:	4 Wheel/All wheel
Passenger seating:	2 minimum (including driver)
Doors:	2, minimum
Wheelbase:	133 in., minimum
GVWR:	10,300 lbs. min,
Engine:	6 cylinder minimum
Off Road Package:	Includes but not limited to: Limited Slip rear, axle tack lok differential, heavy duty engine cooling, skid plates, heavy duty suspension with gas shocks, tow hooks and all terrain tires.
Bed:	Long bed
Tow Package:	Installed Hitch & Wiring
Snow plow prep package:	Installed

Additional Requirements:

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

Vendor Bid Response:	
Vehicle fuel type	Unit Price
Gasoline	\$ 26799.42
Flex-fuel	
Diesel	
CNG/Bifuel	
Hybrid	

Options:

FOB Dealership: (Deduct)

\$

FOB Other than Metro Charleston - Per Mile

\$

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

**Class 17 - Automobile
1 Ton, Dual Rear Wheel, Super Cab**

Vendor Name:

Manufacturer/Brand:

Model Name & Number:

Vehicle Requirements:

Classification:	1 Ton Dual Rear wheel super cab
Drive:	4 Wheel Drive
Passenger seating:	Minimum of 5(including driver) /Cloth, Leather or Vinyl Seats
Doors:	4, minimum
Wheelbase:	158" – 160.5"
GVWR:	14,000 minimum
Engine:	Minimum 6.6 Liter Turbo Diesel with Engine Block Heater
Torque:	Minimum of 900lbs
Rear Axle:	3.73 Ratio with Dual Rear Wheels
Tow Capacity:	19,000 lbs. minimum
Tow Package:	Installed Receiver Hitch & 7-pin Wiring, Trailer Tow Side Electric Mirrors, Electric Trailer Brake Controller
Slush/All weather Mats	Installed on driver and passenger front and second row
Bed:	Spray-on bed liner
Additional Requirements:	Installed Side Step Bars, All-Season Tires, Full size spare, frame mounted with jack

Additional Requirements:

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

Vendor Bid Response:	
Vehicle fuel type	Unit Price
Diesel	

Options:

FOB Dealership: (Deduct)

FOB Other than Metro Charleston - Per Mile

\$
\$

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

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 Vendor Preference, if applicable.

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

- Bidder is an individual resident vendor and has resided continuously in West Virginia 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;
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

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

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

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

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

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

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

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

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

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

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

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Thornhill Ford Lincoln

Signed: Charles Ellis

Date: 11/11/16

Title: Fleet Mgr.

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: Thorhill Ford Lincoln
Authorized Signature: Charles Ellis Date: 11/1/16

State of WV
County of Logan, to-wit:

Taken, subscribed, and sworn to before me this 14 day of Nov, 2016

My Commission expires 5/10, 2021.



OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Judy Smith
202 Beachwood Estates
Scott Depot, WV 25560
My Commission Expires May 10, 2021

NOTARY PUBLIC Judy Smith



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

State of West Virginia
 Request for Quotation
 36 - Vehicles

Proc Folder: 251009

Doc Description: Addendum 1 MVTRUCK17 - 2017, or latest model vehicle

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-28	2016-10-25 13:30:00	CRFQ 0212 SWC1700000004	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Thornhill Ford Lincoln
 500 Ford Fairlane Rt119
 Chapmanville, WV 25508
 304-855-8300

FOR INFORMATION CONTACT THE BUYER

Misty DeLong
 (304) 558-8802
 misty.m.delong@wv.gov

Signature X *Charles Ellis*

FEIN # 20-3146850

DATE 11/1/16

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

ADDITIONAL INFORMATION:

Addendum 1 -

1. Extend bid opening from October 13, 2016 to October 25, 2016 at 1:30 PM, EST.
 2. Attach pre-bid meeting sign-in sheet.
 3. Attach technical questions and responses.
- No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of all state agencies and political subdivisions to establish an open-end contract for 2017, or latest model year, motor vehicles - Class 6-7 and Class 11-17.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	MVTRUCK17 - 201, or latest model vehicle	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25100000			

Extended Description :

MVTRUCK17 - 201, or latest model vehicle.
Vendor shall enter all pricing on the attached pricing pages.

If bidding online Vendor should enter \$0.00 in the Oasis commodity line.
Vendor is responsible for completing and attaching the Exhibit A Pricing Pages to their online bid. See Section 18 of Instructions to Bidders.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-bid Meeting 11:00AM	2016-09-15
2	Technical Questions Due	2016-09-26

SOLICITATION NUMBER: CRFQ SWC1700000004

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. . Extend bid opening from October 13, 2016 to October 25, 2016 at 1:30 PM, EST.
2. Attach pre-bid meeting sign-in sheet.
3. Attach technical questions and responses.

No other changes made.

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

Terms and Conditions:

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

ATTACHMENT A

PLEASE PRINT

Date: 9/15/10

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Whiteside of St. Clairsville Rep: Rainer Whiteside Email Address: Rwhiteside@whiteside.com	50714 National rd. St. Clairsville OH 43950	PHONE 740 695 0211 TOLL FREE 800 -610 -0211 FAX 740-695-1756
Company: WHITESIDE OF ST CLAIRSVILLE Rep: BRIAN McColley Email Address: bmccolley@whitesides.com	50714 NATIONAL RD. ST. CLAIRSVILLE, OH 43950	PHONE 740-699-2421 TOLL FREE 800-610-0211 FAX 740-695-1756
Company: Bob Robinson Chevy-GMC-Buick-Cadillac Rep: BRIAN Long Email Address: bslong811@live.com	155 Robinson Drive TRIADELPHIA WV 26059	PHONE 304-233-8000 TOLL FREE FAX 304-233-3127
Company: Jim Robinson Ford Lincoln Rep: Harry Long Email Address: bslong811@live.com	95 Robinson Drive TRIADELPHIA WV 26059	PHONE 304-233-8000 TOLL FREE FAX 304-233-3127
Company: Jim Robinson Toyota Scion Rep: DAVID Thomas Email Address: bslong811@live.com	55 Robinson Drive TRIADELPHIA WV 26059	PHONE 304-233-8000 TOLL FREE FAX 304-233-3127

PLEASE PRINT

Date: 9/15/10

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Thornhill Ford</u> Rep: <u>Jackie Adkins</u> Email Address: <u>jackie.adkins@thornhillautomotive.com</u>	<u>PO Box 1449</u> <u>Chapmanville WV 25508</u>	PHONE <u>304-855-8300</u> TOLL FREE FAX <u>304-855-8208</u>
Company: Jerry Bibber <u>Thornhill Fuso</u> Rep: <u>Jerry Bibber</u> Email Address: <u>Jerry.bibber@thornhillautomotive.com</u>	<u>P.O. Box 1449</u> <u>Chapmanville WV 25508</u>	PHONE <u>304-855-8300</u> TOLL FREE <u>304-688-7992</u> FAX <u>304-855-0296</u>
Company: <u>Thornhill GM Superstore</u> Rep: <u>Charles Ellis</u> Email Address: <u>CEllis@mail.com</u>	<u>P.O. Box 1449</u> <u>Chapmanville WV 25508</u>	PHONE <u>304-855-8300</u> ¹⁴⁰⁰ TOLL FREE FAX <u>304-855-8208</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE _____ FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE _____ FAX _____

Addendum No. 1

Technical Questions and Responses

1. **Is a revision to LIQUIDATED DAMAGES for delivery timing possible?**
 - a. Liquidated Damages section will change to read - “.5% of the agency’s purchase requisition amount for delivery delays beyond 120 working days. This amount will be assessed daily. The liquidated damages only apply when the vendor doesn’t notify the agency to arrange shipping prior to the 120 days required.”

2. **May we bid multiple vehicles for a single classification?**
 - a. Yes, please submit a separate bid pricing sheet for each vehicle being bid. The Vendor Name, Manufacturer/Brand and Model Name & Number section should be completed on each pricing page submitted.

3. **FOR CLASS 6A, 6B, 6C. Does the 6 door requirement mean 1 LF, 1 RF, 2 rear facing, and 2 passenger side mid body?**
 - a. This requirement will be changed to a minimum of 5 doors for Classes 6A, 6B, and 6C. The 5 doors should include a minimum of – 1 Left Front, 1 Right Front, 1 passenger side mid body, and 2 rear facing.

4. **FOR CLASS 6A, 6B, 6C, 7. Is a 4cylinder diesel acceptable?**
 - a. We will change the engine requirements for Classes 6A, 6B, 6C, and 7 to a minimum of 6 cylinders for gasoline engines and a minimum of 4 cylinders for diesel engines.

5. **May an additional Class 6 full size van 10 passenger be added? If so, please classify with 1 driver, 1 RF passenger and 8 rear passenger OR 1 driver, 0 RF and 9 passenger rear.**
 - a. This class will not be added to this solicitation.

6. **May a class 6 compact cargo van be added?**
 - a. This class will not be added to this solicitation.

7. **FOR CLASS 17. Will a 13025 lb GVWR be acceptable? GM 13025 lb GVW unit has a hitch and 5th wheel trailer rating of 22423 lbs and a combined weight rating (GCWR) of 30500 lbs.**
 - a. The GVWR requirement for Class 17 will be reduced to 13,000 minimum. The Torque will be reduced to 765 minimum lbs.

- 8. I did check with my manufacturers and some pricing will not be available until October 15-20, 2016. Any help of a 1-3 week extension of bid opening would be helpful.**
 - a. Bid Opening will be extended from October 13, 2016 to October 25, 2016 at 1:30 PM, EST.

- 9. Class 6A, 6B, 6C & 7. Diesel Engine of minimum size of 4 cylinder from 5 cylinder.**
 - a. Please see question 4.

- 10. Class 17- 13025 GVWR or 765 ft/lb of torque from specs of 14000 GVWR and 900 ft/lb of torque.**
 - a. Please see question 7.

- 11. On the Class 7 Automobile cargo van. You do not want window in the van correct.**
 - a. Class 7 Cargo vans shall be delivered with window.

- 12. On the class 11 large pick up do you want a short bed or long bed?**
 - a. Bed Length provided should be the standard length for trucks meeting other mandatory specifications listed on the Class 11 pricing page.

- 13. Is trailer brake control considered part of the wiring on the truck?**
 - a. Yes, trailer brake control is part of the wiring on the truck.

- 14. Liquidated Damages - this provision is overly punitive to the vendor, given that the vendor cannot control the manufacturing or shipment of vehicles and typically do not stock the necessary vehicles to fill the orders.**
 - a. Please see question 1.

- 15. 3.1.1.1 - I. - Manufacturer's standard spare tire with jack- If a spare tire and jack are not standard equipment, is the vendor required to supply an optional spare tire and jack?**
 - a. This section will be changed to read "Manufacturer's standard spare tire with jack, when available as standard equipment."

- 16. 6.1 - As it relates to the 120 day and 60 day required delivery times, auto dealers do not control the manufacturing or shipment of vehicles, therefore, we cannot guarantee delivery times.**
 - a. The requirement for 120 day and 60 day delivery times will remain the same. The language in section 6.2 Late Delivery will change to read as follows:
"The Agency placing the order under this Contract must be notified in writing if order will be delayed. Vendor shall pay liquidated damages in the amount of 5% of the agency's purchase requisition amount for delivery delays beyond 120 working days. This amount will be assessed daily. The liquidated damages only apply when the vendor doesn't notify the agency to arrange shipping prior to the 120 days required"

- 17. 6.5 - As the vendor typically does not stock the necessary vehicles to fill the orders, requiring the vendor to accept a return due to no fault of their own could be overly burdensome as the vendor cannot return the product to the manufacturer. In the instance of a very large order to be returned due to an agency error, the vendor could ultimately be bankrupted by such an action.**
- a. Section 6.5 will be removed from the specifications and no longer applies.
- 18. 8.2 - As noted above, the vendor typically does not stock the necessary vehicles to fill the orders.**
- a. Section 8.2 will be removed from the specifications and no longer applies.
- 19. Class 12 & 15 - I would like to suggest that "front and rear" be removed from the requirement for tow hooks. Most vehicles that have tow hooks as standard or optional equipment do not have four tow hooks available and I believe it was agreed in the past by the interested agencies that need tow hooks, that they would not require both "front and rear tow hooks". Perhaps simply requiring "tow hooks" without identifying a location or number, such as is currently the case in class 16, would suffice.**
- a. The requirement will change from "front and rear tow hooks" to "tow hooks."
- 20. Class 11, 12, 13A, 13B, 14, 15, 16 - If your intent is to keep the same minimum number of engine cylinders as you required in MV16, I would like to suggest that the pricing page indicate "gasoline engine - 8 cylinder minimum, Diesel engine - 6 cylinder minimum.**
- a. For Class 11, 12, 13A, 13B, 14, 15, and 16 the engine requirement will change to a minimum of 8 cylinders for gasoline engines and a minimum of 6 cylinders for diesel engines.
- 21. Class 12 & 15 - Sliding rear windows seem to be needed in very few circumstances and could be added after the vehicle purchase in order to save money on those that are not needed.**
- a. The requirement for rear sliding windows will be removed from Class 12 and 15.
- 22. Class 12, 15, 17 - Slush mats on a vinyl floor could be hazardous as they may slide under the driver's feet interfering with braking and acceleration. 3.1.1.1 M. Already states that floor mats are required except where vinyl floor covering is present. Since these trucks generally come with a vinyl floor, the specifications seem to contradict one another.**
- a. This requirement will change to read "Slush/All weather Mats: Installed on driver and passenger front and second row, except where vinyl floor covering is present."
- 23. I would also request that the bid opening be moved to October 20, 2016.**
- a. Please see question 8.
- 24. 3.1.1.7 Must the PO number be on the MSO??**
- a. The PO number must be present on the invoice. Vendor should also put the PO number on the Statement of Origin or the Bill of Sale.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SWC1700000004

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/>] Addendum No. 1 | <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.

Thornhill Farn
Company

Charles Ellis
Authorized Signature

11/1/16
Date

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

Thornhill Ford
500 Ford Fairlane
Harpersville, WV 25508

SEALED Bid:

Buyer: Misty DeLong

Solicitation #: SWC CRFQ 1700000003 + CRFQ 1700000004

Bid opening date: Nov. 1, 2016

Bid opening Time: 1:30 PM EST.