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 2014, or latest model year, motor vehicles.
- **2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - **2.1** "CNG/ Bi-fuel motor vehicle" means a motor vehicle that is capable of operating on either an alternative Certified Natural Gas or conventional fuel based on driver selection.
 - **2.2** "Contract Item" or "Contract Items" means the list of vehicles identified by class and fuel type in the price pages and includes any mandatory requirements associated therein.
 - **2.3** "EPA" means Environmental Protection Agency.
 - 2.4 "EPA City MPG Rating" means the Environmental Protection Agency's official Mile Per Gallon evaluation of a vehicles' city fuel economy for a given fuel type. Vendors must use the 2014 Fuel Economy Guide, for vehicle specific ratings which can be found at <u>http://www.fueleconomy.gov/feg/printGuides.shtml</u>
 - **2.5** "EPA Highway MPG Rating" means the Environmental Protection Agency's official Mile Per Gallon evaluation of a vehicles' highway fuel economy for a given fuel type. Vendors must use the 2014 Fuel Economy Guide, for vehicle specific ratings which can be found at http://www.fueleconomy.gov/feg/printGuides.shtml
 - **2.6** "E85" means an alternative fuel that is a high-level gasoline-ethanol blend containing 51% to 83% ethanol, depending on geography and season.
 - **2.7 "Flexible fuel motor vehicle"** means a vehicle that is capable of operating on a combination of alternative and conventional fuels concurrently.
 - **2.8** "Gross Vehicle Weight Rating (GVWR)" means the maximum loaded weight (including curb weight, operator & passenger weight, and payload) in pounds (lbs.) of a single vehicle. Vehicle manufacturers specify the maximum GVWR on the vehicle certification label.
 - **2.9** "Hybrid" means Hybrid-electric vehicle which uses a combination of a gasoline engine and electric motor(s).

- **2.10 "Manufacturer/Brand"** means the name of the maker of the contract item which will be supplied by the vendor.
- **2.11 "MPG"** means miles per gallon rating of a vehicles' fuel economy for a given fuel type as defined by the Environment Protection Agency in the 2014 Fuel Economy *Guide*, for vehicle specific ratings which can be found at <u>http://www.fueleconomy.gov/feg/printGuides.shtml</u>.
- **2.12 "Model & Number"** means the model name and model number associated with the contract item as defined by the manufacturer.
- 2.13 "OEM" means Original Equipment Manufacturer.
- **2.14 "Powertrain"** means the group of components used to transmit engine power to the wheels. The powertrain includes the engine, clutch, transmission, universal joints, drive shaft, and rear-axle gears.
- **2.15 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
- 2.16 "QVM" means Qualified Vehicle Modifier.
- **2.17 "RFQ"** means the official request for quotation published by the Purchasing Division and identified as MV14.
- **2.18 "Total life-cycle cost"** means the complete cycle of a motor vehicle, from initial acquisition, through operation using the formula provided below for anticipated mileage.
- **2.19 "Vehicle class"** means the designation of motor vehicle types that include sedans, sport utility vehicles, and trucks, or different categories of vehicles according to requirements specified herein.
- **2.20 "Vendor Name"** means the company name of the vendor who will be supplying the contract item(s) to the State of West Virginia.
- **2.21 "Warranty"** means the written guarantee issued with new motor vehicles or related equipment. It defines the manufacturer's responsibility for the repair or replacement of defective parts and other services provided as part of the purchase price. A warranty can be nullified if the user does not follow certain stipulations of the manufacturer, such as preventive maintenance.

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

3. GENERAL REQUIREMENTS:

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

3.1.1 Vehicle Class 1 thru Vehicle Class 18A

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

- **K.** Front bucket seats for all vehicles except trucks
- L. Installed Air conditioning
- **M.** Installed floor mats, except where vinyl floor covering is present.
- **N.** Installed front driver and passenger air bags
- **O.** Installed power windows and locks on all doors except for Vans where power windows and locks on all doors are not available as an option from the manufacturer. Van vendors will provide power windows and locks where applicable.
- **P.** Installed tilt wheel and cruise control
- **Q.** Installed keyless entry
- **R.** Installed "Fleetside" bed for Trucks.
- 3.1.1.2 Unspecified Accessories & Features: All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included. Vehicles must have all equipment found on the manufacturer's base model plus other equipment requirements, packages, items, etc. needed to meet the specifications for each order vehicle class placed against the contract.
- **3.1.1.3 Fuel type**: All vehicles shall be gasoline powered unless otherwise stated. Flexfuel (E85), Diesel, CNG/Bifuel, Hybrid should also be quoted if available.

- **A.** All alternative vehicles must have the capacity to go a minimum of 150 miles.
- **B.** All natural gas devices must be OEM or QVM Certified and EPA approved.
- **3.1.1.4 Pre-delivery inspection:** Prior to delivery, all vehicles must be thoroughly inspected and serviced in compliance with the manufacturer's proscribed procedures which includes but is not limited to:
 - A. Complete vehicle lubrication;
 - **B.** Confirm oil level, fill crank case as needed, top off all fluids;
 - C. Adjust engine to proper operating condition;
 - **D.** Verify tire pressure and corrected as necessary;
 - **E.** Check front end alignment or four wheel alignment if applicable, perform alignment if needed, and balance all tires;
 - **F.** Wash/Clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, tags etc.;
 - G. Include a minimum of one owner's manual;
 - **H.** Upon delivery, the vehicles fuel tanks shall be full of fuel;
 - I. Include temporary license if required;
 - **J.** Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered;
 - **K.** No dealer insignia or other advertising shall be affixed to the vehicle or appear on any accessory such as mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising will be rejected;

- L. Perform operational checks which will cover all controls, systems, and devices, doors, windows, accessories, and road testing of the completed vehicle. Vehicle shall be driven at various speeds; brakes tested for dependability, vehicle checked for rattles, squeaks and must be in compliance with pre-delivery inspection/servicing procedures and make adjustments as necessary.
- **3.1.1.5** Workmanship: Vehicles shall be free from defects that may impair their operation, safety, emissions, and serviceability, or detract from appearance.
- **3.1.1.6 Operator's Manuals:** The manufacturer shall furnish with the vehicle at least one copy of all warranty information and handbooks for the vehicle and any special equipment furnished with, or as a part of, the vehicle. This information shall be in hard copy form. The handbooks shall include as a minimum the vehicles operator's manual, vehicle maintenance handbook, and special equipment handbook.
- **3.1.1.7** Statement of Origin or Bill of Sale: Unless otherwise specified, manufacturer's Statement of Origin or Bill of Sale showing the applicable purchase order number for each vehicle procured shall be provided. The document shall be forwarded to the agency's address shown on the equipment contract order prior to shipment. Vehicle safety/emission tests are the responsibility of the requisition agency.
 - A. All vehicle identification numbers (VIN) must be supplied to the Fleet Management Office by email, referencing the purchase order, release order, or other procurement acquisition, or leasing agreement number, the year, make, model, and color of each vehicle to the following email address: <u>fleet@wv.gov</u>. This information must be received within ten (10) working days prior to the delivery of each vehicle.
 - **B.** Upon delivery of the vehicle, All documentation (Title Application, Statement of Origin,

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

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

- **3.1.1.8 Warranty -** the following are mandatory requirements as related to the warranty:
 - **A.** Basic Comprehensive Warranty Coverage The vendor shall provide the vehicle manufacturer's basic whole vehicle warranty. The minimum length of warranty shall be 3 years/36,000 miles and shall cover the entire vehicle (bumper to bumper).
 - **B.** Basic Corrosion and Powertrain Warranty Coverage the vendor shall provide the manufacturers' standard Basic Corrosion and Powertrain Warranty.
 - **C.** The warranty shall include furnishing, without cost to the agency, (FOB vendors' nearest dealer or branch to vehicle's location), of new parts and assemblies to replace any that failed or malfunctioned within the warranty period. The State may elect to have the corrective work performed at the vendor's location, branch, or dealership, or a manufacturer's factory authorized repair facility, or upon the vendor's approval, at a commercial or Government repair facility. The cost of labor involved in the replacement of the failed or malfunctioned part(s) or assemblies shall be borne by the vendor.
 - **D.** Warranty Extensions If the vendor receives from any supplier, manufacturer, or subcontractor additional warranty coverage on the whole or any component of the vehicle, in the form of time and/or mileage including any pro rata arrangements, or the vendor generally extends to its commercial customers a greater or extended warranty coverage, the agency shall receive corresponding warranty benefits.

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

4. CONTRACT AWARD:

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

Vendor Bid Response Section: The vendor shall use the EPA mileage ratings from the 2014 Fuel Economy Guide for Highway and City MPG ratings for each vehicle class. If the vehicle is not present in the 2014 Fuel Economy Guide, vendors must utilize the EPA Mileage rating provided by the manufacturer for 2014 model vehicles. Vendors should submit documentation from the manufacturer, with their bid response, for the vehicle EPA mileage ratings not present in the 2014 Fuel Economy Guide.

Inclusion of this documentation, with the bid, will expedite the evaluation process.

Any vehicle class that contains a vehicle evaluated on the basis of the EPA Mileage rating provided by the manufacturer will be re-evaluated when then vendors notify the Purchasing Division that the vehicle's EPA Mileage rating is now available on the 2014 Fuel Economy Guide. The notification requirement in the preceding paragraph applies to all vendors in a given class, not just to the vendor providing the vehicle with EPA Mileage from the manufacturer.

The re-evaluation will utilize the EPA mileage ratings from the 2014 Fuel Economy Guide in place of the EPA Mileage rating from the manufacturer. In the event that the two EPA mileage ratings differ, the re-evaluation may result in cancellation of the existing award and re-award of a vehicle class to another vendor. Orders placed with an awarded vendor prior to a contract re-award will remain valid. Once a re-award is made and officially becomes effective, all new orders for that vehicle class will be placed with the re-awarded vendor.

4.3.1 "Vehicle Fuel Type" segment:

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

4.3.2 "EPA HIGHWAY MPG Rating" & "EPA CITY MPG Rating"

segments: The EPA mileage ratings for Highway and City MPG are supplied by the US Environmental Protection Agency at the following website: <u>http://www.fueleconomy.gov/feg/printGuides.shtml</u> Vendor shall provide each corresponding EPA MPG rating in the cell provided.

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

4.3.4 "Total Life Cycle Cost" segment:

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

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

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

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

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

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

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

4.3.5 "Options"

Mileage charges for delivery should be listed under the "Options" section of each vehicle class pricing page. FOB Dealership (Deduct) and FOB Other than Metro Charleston refers the delivery charges, that, at time of order, the vendor will add to or deduct from their final bid amount for each vehicle class awarded. If no response is received in either the FOB Dealership (deduct) or FOB Other than Metro Charleston fields, it will be assumed the vendor will not be charging delivery. These options will not be evaluated as part of the award. **General:** Vendors should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

5. ORDERING AND PAYMENT:

- **5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, or any other written forms of communication.
- **5.2 Agency Ordering Procedure:** WV State Agencies shall issue a purchase requisition (form number WV-35). The original copy of the WV-35and the following corresponding forms: MV14 Order form DOA-FM-005 (vehicle replacement) or DOA-FM-009 (fleet increase), FIMS Purchase Order Cover Sheet, and FIMS Fixed Assets Retirement Cover Sheet (if applicable) shall be submitted to the Department of Administration Fleet Management Office for approval then forwarded to the Purchasing Division for process.

Moreover, the WV-35 must be thoroughly completed and must contain the following: the contract number from which the vehicle is being procured, team codes (if applicable), and must be properly signed by all appropriate parties. Additionally, emergency orders must clearly be stated on the WV-35.

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.

6. DELIVERY AND RETURN:

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

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

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

For deliveries not made to West Virginia Surplus Property; all vehicles must be delivered to the "ship to" section indicated on the purchase requisition form wv-35. Vendors must contact the Fleet Management Office at 1-855-817-1910 prior to delivery.

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

Division of Highways	West Virginia State Police
Division of Natural Resources	Higher Education (Colleges)
Division of Forestry	Elected Officials

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

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

6.3 Delivery Payment/Risk of Loss: Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice. Additionally, vendor may add a supplementary per mile charge for delivery to locations other than West

Virginia Surplus Property and should provide this information in the "Options" section of each vehicle class pricing page.

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

7. MISCELLANEOUS:

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

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