



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

Purchase Order

PURCHASE ORDER NO.
MV13A

PAGE
1

BLANKET RELEASE
00

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

CHANGE ORDER

INVOICE TO

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


VENDOR

*624143137 304-252-3300
 BECKLEY BUICK GMC AUTO MALL IN
 3934 ROBERT C BYRD DR
 BECKLEY WV 25801

SHIP TO

AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN	FUND
12/05/2012		NET 30		271243056	
SHIP VIA		F.O.B		FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY		DESTINATION		PREPAID	MUL-MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT.NO.	ITEM NUMBER		
BLANKET OPEN-END STATEWIDE CONTRACT					
<p>THE VENDOR, BECKLEY BUICK-GMC AUTO MALL, AGREES TO ENTER INTO A BLANKET OPEN-END STATEWIDE CONTRACT WITH THE STATE OF WEST VIRGINIA TO SUPPLY 2013 MOTOR VEHICLES (OR CURRENT MODEL YEAR) TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS, PER THE ATTACHED LIST OF VEHICLE CLASSES AWARDED THROUGH THIS CONTRACT AND PER THE SPECIFICATIONS, TERMS & CONDITIONS, BID REQUIREMENTS, ADDENDUM 1 DATED 8/29/2012; ADDENDUM 2 DATED 9/5/2012 AND THE VENDOR'S PROPOSAL DATED 09/20/2012 INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF HEREOF.</p> <p>ALL RELEASE ORDERS FOR STATE AGENCIES MUST BE DONE THROUGH THE PURCHASING DIVISION. AGENCY REQUESTS MUST BE SUBMITTED WITH THE FOLLOWING DOCUMENTS:</p> <ol style="list-style-type: none"> 1. WV-35 AND VEHICLE ORDER FORM 2. FLEET APPROVAL FORM DOA-FM-009 3. MANDATORY REQUIREMENTS FORM DOA-FM-002A 					
					PURCHASING DIVISION CERTIFIED ENCUMBERED DEC 11 2012 

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *fw 12/11/12*

APPROVED FOR ONE FISCAL YEAR

Dawn Wayfield

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY *Connie Oswald* 304-558-2157

PURCHASING DIVISION AUTHORIZED SIGNATURE



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 3934 ROBERT C BYRD DR
 BECKLEY WV 25801

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12/05/2012		NET 30		271243056			
SHIP VIA		F.O.B		FREIGHT TERMS		ACGOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEMNUMBER				
***AGENCIES MUST OBTAIN APPROPRIATE APPROVAL PRIOR TO SENDING TO THE PURCHASING DIVISION. POLITICAL SUBDIVISIONS SHOULD CONTACT THE VENDOR DIRECTLY TO MAKE A PURCHASE THROUGH THIS CONTRACT.							
0001	12/07/2012	EA	070-92-22-001		.00000		
	VAN: CLASS 22, CARGO						
	SAVANNA TG13405 (GAS)						
0002	12/07/2012	EA	070-92-23-201		.00000		
	VAN: CLASS 23, CARGO CNG 138 INCH WHEEL BASE						
	SAVANNA 2500 TG23405 (CNG)						
0003	12/07/2012	EA	070-92-23-002		.00000		
	VAN: CLASS 23A, CARGO, 135 WHEEL BASE						
	SAVANNA 2500 TG23405 (GAS)						
0004		EA			.00000		
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
						TOTAL	

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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VENDOR

*624143137 304-252-3300
 BECKLEY BUICK GMC AUTO MALL IN
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12/05/2012		NET 30		271243056			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
0005	12/07/2012	EA	070-92-23-002		.00000		
	VAN: CLASS 23A, CARGO, 135 WHEEL BASE						
	SAVANNA 2500 TG23405 RWD (FLEX FUEL)						
0006	12/07/2012	EA	070-93-25-000		.00000		
	VAN: CLASS 25, 8-PASSENGER VAN, 135 INCH WHEEL BASE						
	SAVANNA 1500 TG13406 (GAS)						
	12/07/2012	EA	070-93-26-000		.00000		
	VAN: CLASS 26, 12-PASSENGER VAN, 135 INCH WHEEL BASE						
	SAVANNA 2500 TG23406 (DIESEL)						
REFERENCE ATTACHED TERMS & CONDITIONS.							

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on
 December 7, 2012
 and extends for a period of One (1) year(s).

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

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

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- Other:** See attached.

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

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
 - BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

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

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

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

[] | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

[] | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[] | **Commercial General Liability Insurance:**
[] or more.

[] | **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

[] | []

[] | []

[] | []

[] | []

[] | []

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

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

[]	
[]	
[]	
[]	

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

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

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

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

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

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for	

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

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

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

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

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

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

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

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

- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

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

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

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

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

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

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

MV13A

Class	Type	Vendor	Model	Base Price
22	Gas	Beckley Auto Mall	Savanna TG13405	\$ 16,514.00
23	CNG	Beckley Auto Mall	Savanna 2500 TG23405	\$ 30,750.00
23A	Gas	Beckley Auto Mall	Savanna 2500 TG23405	\$ 17,574.00
23A	Flex Fuel	Beckley Auto Mall	Savanna 2500 TG23405 RWD	\$ 17,574.00
25	Gas	Beckley Auto Mall	Savanna TG13406	\$ 18,889.00
26	Diesel	Beckley Auto Mall	Savanna 2500 TG23406	\$ 34,761.00

CLASS 22 - VAN, CARGO

070-92-22-001

6500 GVWR, 109" Wheelbase

Includes but is not limited to: Chevy000000 Express, GMC Savanna or equal.

BECKLEY BUICK-GMC AUTOMALL, INC.

Manufacturer / Brand	GMC	
Delivery	60-120 DAYS	
Model Name & Number	SAVANA CARGO VAN 1500	MODEL TG13405

Standard Equipment Requirements:		HP	TORQUE
Engine	MIN: 180 HP 210 TORQUE	195	260
Transmission	Automatic	310 FLEX F	334 FLEX F
Steering	Power		
Brakes	Power/ABS		
Radio	AM/FM		
Glass	All Tinted		
Mirrors	Left & Right Outside		
License Plate Mounts	Front & Rear		
Standard Bumper	Installed		
Tires	All Season		
Spare Tire	Standard tire w/Jack		
Air Conditioning	Installed		
Seating Capacity 2	Passenger Seat		
Front Air Bags	Installed		

	RWD	EPA HGWY	EPA CITY
Price Each Gasoline	16514	20	15

	RWD	EPA HGWY	EPA CITY
Price Each Flex-Fuel	17364	13	10

Options:

1 AM/FM w/ CD Player		180.4
2 Tilt Wheel & Cruise Control		347.6
3 Limited Slip Rear End		286
4 Tow Package:		233.2
5 Keyless Entry		369.6
6 Power Windows / Power Locks / Power Mirrors		519.2
7 Side Air Bags	STD	
8 Glass All Around		277.2
9 Rear Door Window/Glass		52.8
10 Side Door Window/Glass		114.4
11 Exterior Colors		132. METALIC COLORS
12 Rear Step Bumper	STD	
13 AWD		5996.5
14 Optional Engine		875.6
15 Crew Van Package	N/A	
16 Backup Camera		176
17 Backup Sensors		259.6
18 FOB Dealership: (Deduct)		N/A
19 FOB Other than Metro Charleston - Per Mile		1.49

Additional Information:

WHEELBASE 135",GVWR 7300,BASE ENGINE 4.3L V6 MFI
FLEX FUEL IS 5.3L V8;AWD MODEL-TH13405 HAS 5.3L V8
METALIC PAINT IS 132.00 OPTION, NO CHG COLORS: WHITE,BLACK,RED,YELLOW

CLASS 23 - VAN, CARGO GNG
 Extended Body, 8500 GVWR 138" Wheelbase
 Includes but is not limited to: GMC Savanna, Chevy Expressor equal.

Vendor Name: Beckley Buick-GMC Automall, Inc.
 Manufacturer / Brand: GMC
 Delivery: 60-120 Days
 Model Name & Number: Savana 2500 Cargo Van - TG 23405

Standard Equipment Requirements:

Engine GNG	MIN: 225 HP 285 TORQUE
Transmission	Automatic
Steering	Power
Brakes	Power/ABS
Radio	AM/FM
Glass	All Tinted
Mirrors	Left & Right Outside
License Plate Mounts	Front & Rear
Tires	All Season
Spare Tire	Standard tire w/Jack
Rubber Floor Matting	Installed
Air Conditioning	Installed
Front Air Bags	Installed
Doors	Double Side & Rear
	Loading Doors w/Glass
	Passenger Seat
Seating Capacity 2	Standard
V8 Engine	

HP	TORQUE
279	320

Price Each GNG (Gasoline Gallon Equivalent; GGE)

RWD
 \$ 30750

EPA HGWY	EPA CITY
N/A > 8500	N/A

- Options:
- 1 AM/FM w/ CD Player
 - 2 Tilt Wheel & Cruise Control
 - 3 Limited Slip Rear End
 - 4 Engine Options:
 - 5 Drivers Side Cargo Door
 - 6 All Wheel Drive
 - 7 Keyless Entry
 - 8 Power Windows / Power Locks / Power Mirrors
 - 9 Rear Door Window/Glass
 - 10 Side Sliding Door w/Glass
 - 11 Glass Sides - All around
 - 12 Telescopic Trailer Tow Mirrors
 - 13 Exterior colors
 - 14 Back up Camera
 - 15 Back up Sensors
 - 16 Optional Gas Engine Size
 - 17 4 Wheel Drive
 - 18 Crew Van Package
 - 19 Express Access / Savanna Pro Package
 - 20 FOB Dealership: (Deduct)
 - 21 FOB Other than Metro Charleston - Per Mile

	\$ 180.40
	\$ 397.60
	\$ 286.00
	\$ N/A
	\$ 589.60
	\$ N/A
	\$ 369.60
	\$ 519.20
	\$ Included
	\$ 132.00
	\$ 277.20
	\$ N/A
	\$ 132.00 Metallic
	\$ 176.00
	\$ 259.60
	\$ N/A
	\$ N/A
	\$ N/A
	\$ 164.30
	\$ N/A
	\$ 1.49

Additional Information:
GVWR - 8600; Engine 6.0L V-8
135" wheelbase
No Charge Colors: White, Black, Red, Yellow

CLASS 23A - VAN, CARGO
8500 GVWR, 135" Wheelbase

070-92-23-002

BECKLEY BUICK-GMC AUTOMALL, INC.

Manufacturer / Brand	GMC
Delivery	60-120 DAYS
Model Name & Number	SAVANA 2500 CARGO VAN-TG23405

Standard Equipment Requirements:

Engine	Gasoline MIN: 225 HP 286 TORQUE
Engine	Diesel MIN: 154 HP 286 TORQUE
Transmission	Automatic
Steering	Power
Brakes	Power/ABS
Radio	AM/FM
Glass	All Tinted
Mirrors	Left & Right Outside
License Plate Mounts	Front & Rear
Tires	All Season
Spare Tire	Standard tire w/ Jack
Air Conditioning	Installed
Seating Capacity 2	Passenger Seat
Front Air Bags	Installed
Rear Rubber Floor Matting	Installed

HP	TORQUE
280	295
260	525

Price Each Gasoline
Price Each Flex Fuel
Price Each Diesel

FWD	RWD
NO BID	17574
NO BID	17574
NO BID	28699

Options:

1	AM/FM w/ CD Player	N/A	180.4
2	Tilt Wheel & Cruise Control	N/A	347.6
3	Limited Slip Rear End	N/A	286
4	Tow Package:	N/A	233.2
5	Keyless Entry	N/A	369.6
6	Power Windows / Power Locks / Power Mirrors	N/A	519.2
7	Glass All Around	N/A	277.2
8	Side Air Bags	N/A	308
9	Step Bumper	N/A	STD
10	Telescopic Trailer Tow Mirrors	N/A	N/A
11	Exterior Colors	N/A	132 METALIC
12	Backup Camera	N/A	176
13	Backup Sensors	N/A	259.6
14	Optional Gas Engine Size	N/A	875.60-6.0L
15	Crew Van Package	N/A	N/A
16	Express Access/Savanna Pro Package	N/A	1614.8
17	Four Wheel Drive	N/A	N/A
18	FOB Dealership: (Deduct)	N/A	N/A
19	FOB Other than Metro Charleston - Per Mile	N/A	1.49

Additional Information:

WHEEL BASE 135",GVWR 8600,4.8L V8
NO CHARGE COLORS-WHITE,BLACK,RED,YELLOW

CLASS 25 - VAN

070-93-25-000

Small Rear Wheel Drive,
135" Wheel Base, Eight Passenger

Includes but is not limited to: GMC Savanna, Chevrolet Express, Ford Econoline 150 or equal.

BECKLEY BUICK-GMC AUTOMALL, INC.

Manufacturer / Brand	GMC
Delivery	60-120 DAYS
Model Name & Number	SAVANA 1500 PASSENGER VAN-TG13406

Standard Equipment Requirements:

Engine	MIN: 225 HP 286 TORQUE
Transmission	Automatic
Steering	Power
Brakes	Power/ABS
Radio	AM/FM
Glass	All Tinted, Sides and Rear
Mirrors	Left & Right Outside - 5" x 8" Minimum
License Plate Mounts	Front & Rear
Seating	8 Passenger
Tires	All Season
Spare Tire	Standard tire w/Jack
Vinyl Flooring	Installed
Air Conditioning	Installed
Doors	Double Side & Rear
Front Air Bags	Installed
Interior	Full Length Head Liner w/Insulation Side & Quarter Panel
Rear Bumper	Installed

HP	TORQUE
310	334

Price Each Gasoline	18889
Price Each Flex-Fuel	18889
Price Each Diesel	NO BID

HGWAY	CITY
17 GAS	13 GAS
13 FLEX	10 FLEX
N/A	N/A

Options:

1	AM/FM w/ CD Player	180.4
2	Tilt Wheel & Cruise Control	347.6
3	Limited Slip Rear End	286
4	Keyless Entry	369.6
5	Power Windows /Locks/Mirrors	519.2
6	All Wheel Drive	5606
7	Alternate Engine	N/A
8	Carpet Interior	162.8
9	Slush/All Weather Mats (Driver & Passenger)	N/A
10	Slush/All Weather Mats (Second Row)	N/A
11	Sliding Side Door	132
12	Swing Side Door (One Side)	STD
13	Side Air Bags	STD
14	Interior upgrade (carpet & insulation pkg)	162.80 CARPET ONLY AVAIL.
15	Exterior colors	132 METALIC COLORS
16	Delete Center Row Seats (Deduct)	N/A
17	Delete Third Row Seats (Deduct)	N/A
18	Rear Step Bumper	STD
19	Rear Heat / A/C	897.6
20	Tow Package	233.6
21	Backup Sensors	259.6
22	Backup Camera	176
23	Sunscreen Glass	STD
24	FOB Dealership: (Deduct)	N/A
25	FOB Other than Metro Charleston - Per Mile	1.49

Additional Information:

135" WHEELBASE;GVWR 7300,8 PASSG. SEATING 2-3-3; 5 3L V8
NO CHARGE COLORS WHITE,BLACK,RED,YELLOW

CLASS 26 - VAN

070-93-26-000

12 Passenger Van, 135" Wheel Base

Includes but is not limited to: GMC Savanna, Dodge Sprinter, Chevy Express or equal.

BECKLEY BUICK GMC AUTOMALL, INC

Manufacturer / Brand	GMC
Delivery	60-120 DAYS
Model Name & Number	SAVANA 2500 12 PASSG. VAN-TG23406

Standard Equipment Requirements:

Engine	MIN: 255 HP 350 TORQUE
Transmission	Automatic
Steering	Power
Brakes	Power/ABS
Radio	AM/FM
Glass	All Tinted, Sides and Rear
Mirrors	Left & Right Outside - 5" x 8" Minimum
License Plate Mounts	Front & Rear
Seating	12 Passenger
Tires	Load Range E
Spare Tire	Standard tire w/Jack
Rubber Floor Covering	Installed
Front and Rear Air Conditioning	Installed
Front Air Bags	Installed
Doors	Double Side & Rear
Interior	Full Length Head Liner w/Insulation Side & Quarter Panel
Rear Bumper	Installed

HP	TORQUE
324	373

Price Each Gasoline 21891

EPA HGWY	EPA CITY
N/A > 8500	N/A > 8500

Price Each Flex Fuel 21891

N/A > 8500	N/A > 8500
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Price Each Diesel 34761

N/A > 8500	N/A > 8500
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Options:

1	AM/FM w/ CD Player	180.4
2	Tilt Wheel & Cruise Control	347.6
3	Keyless Entry	369.6
4	Power Windows / Power Locks/Power Mirrors	519.2
5	Limited Slip Rear End	286
6	Extended Length	2975.84
7	Sliding Side Door	132
8	Slush/All Weather Mats (Driver & Passenger)	N/A
9	Slush/All Weather Mats (Second Row)	N/A
10	Side Air Bags	STD
11	Exterior colors	132 METALIC COLORS
12	Delete Center Row Seats (Deduct)	N/A
13	Delete Third Row Seats (Deduct)	N/A
14	Rear Step Bumper	STD
15	15 Passenger Seating	3393.84
16	4 Wheel Drive	N/A
17	Optional Size V8 Gas Engine	-875 4.8L V8
18	Floor Carpet/Mats	162.8 CARPET ONLY
19	Backup Camera	176
20	Backup Sensors	259.6
21	FOB Dealership: (Deduct)	N/A
22	FOB Other than Metro Charleston - Per Mile	1.49

Additional Information:

ENGINE 6.0L V8;GVWR 8600; SEATING 12 PASSG.2-3-3-4
 NO CHARGE COLORS: WHITE,BLACK,RED,YELLOW: DIESEL IS 3500