



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.
MV14D

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

## AGENCY COPY

VENDOR

\*916083727      304-233-8000  
 JIM ROBINSON INC  
 55 ROBINSON DR  
 TRIADELPHIA WV 26059

SHIP TO

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
11/21/2013	NET 30	550642562			
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		
0001	11/30/2014	EA	070-06	.00000	
	AUTOMOBILES				
			OPEN-END CONTRACT		
	THE VENDOR, JIM ROBINSON INC., AGREES TO ENTER WITH ALL STATE AGENCIES & POLITICAL SUBDIVISIONS TO PROVIDE AN OPEN-END STATEWIDE CONTRACT FOR 2014, OR LATEST MODEL YEAR, MOTOR VEHICLES PER THE SPECIFICATIONS, TERMS AND CONDITIONS, BID REQUIREMENTS ADDENDUM 1 DATED AUGUST 20, 2013, ADDENDUM 2 DATED SEPTEMBER 9, 2013, ADDENDUM 3 DATED SEPTEMBER 23, 2013 ADDENDUM 4 DATED SEPTEMBER 24, 2013, AND ADDENDUM 5 DATED SEPTEMBER 26, 2013, THE VENDOR'S BID DATED OCTOBER 16, 2013, AND ATTACHED DOCUMENTATION INCORPORATED HEREIN BY REFERENCED AND MADE A PART OF HEREOF.				
					PURCHASING DIVISION CERTIFIED ENCUMBERED  NOV 27 2013  <i>Beverly Toler</i>
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/> 11/22/13 CR					OPEN END TOTAL

*Valhalla*

CRYSTAL BINK 304-558-2306

BY *[Signature]*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

**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 12/01/13 and extends for one year or until the requirements of section 4.2 of the specifications have been met,

**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 0 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 from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.



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

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

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

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

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

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

] **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.

<input type="checkbox"/> ]	
<input type="checkbox"/> ]	
<input type="checkbox"/> ]	
<input type="checkbox"/> ]	
<input type="checkbox"/> ]	

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

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

[ ]	
[ ]	
[ ]	
[ ]	

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

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

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

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

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

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

n/a	for	n/a

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**38. [RESERVED]**

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

**40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

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

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

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

purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

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

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
  - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state



repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

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

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

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

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

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

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance

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

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

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

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

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**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 <http://www.fueleconomy.gov/feg/printGuides.shtml>
  - 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).

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- 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 <http://www.fueleconomy.gov/feg/printGuides.shtml>.
- 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.



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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

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- 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.

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- 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;

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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: [fleet@wv.gov](mailto: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,



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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.

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**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, 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", "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.

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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: <http://www.fueleconomy.gov/feg/printGuides.shtml> 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.

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**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:

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

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:

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

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 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.

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**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: [Alan.W.Cummings@WV.Gov](mailto:Alan.W.Cummings@WV.Gov).

**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-35 and 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.



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**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

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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:** \_\_\_\_\_

## **MV14 – Response to Vendor’s Questions:**

**1. Vendor Question:**

“I believe the Purchasing Division should require all bidders to use the same date of publication EPA mileage guide. Two things in the past cause me to make this request.

First, I believe it was the last bid, but one of your bidders could not supply EPA mileage figures for some of its vehicles because they were not yet available. It appeared to me that the bid was not awarded until the bidder complied with the bid request. It is possible that the figures other bidders used in their bid could have changed by the time the non-compliant bidder became compliant.

Secondly, by the time the bid was awarded, a bidder that was not awarded the bid can protest the bid if the latest edition of the EPA Mileage Guide now shows his bid to have better mileage than to who the bid was awarded.”

**Response:** Please see the revised section 4.3 of the specifications.

**2. Vendor Question:**

“I am fine with the concept of one of the elements in awarding a bid is using EPA mileage figures to calculate a life cycle cost. But, I do not believe you go far enough. I feel that you should factor in the manufacturer’s warranty. Currently, the longest warranty use for light vehicles is 100,000 miles. The same mileage you use with fuel mileage rating. I believe all bidders have at least a base warranty of 36 months/36,000 miles; therefore, you could assign a value to warranties over 36 months/36,000 miles.”

**Response:** Acknowledged, section 3.1.1.8 of the specifications remains as written.

**3. Vendor Question:**

“Section 3.1.1.1 M states that floor mats should be installed. It's perfectly reasonable to request floor mats for cars, sport utilities and passenger vans. Since there is not a requirement (nor would I recommend) for interior type (Cloth vs. Vinyl, Carpet Floor Covering vs. Vinyl Floor Covering), the requirement of floor mats will greatly increase the cost of trucks and cargo vans that normally come with vinyl floor covering. In most cases, for floor mats to properly and safely installed, it will require carpet floor covering because most vehicle with vinyl floor covering are not equipped with the floor mat retaining hooks found in most of today's vehicles.”

**Response:** Please see the revised section 3.1.1.1 of the specifications.

4. **Vendor Question:**

"Page 23, Item O. requires power windows and locks on all doors. Some vans do not have power windows available other than for the front two doors (i.e. the side and rear doors on the cargo and passenger vans offered on a Ford Econoline are not powered). Would you change this specification to exclude vans?"

**Response:** Please see the revised section 3.1.1.1 of the specifications.

5. **Vendor Question:**

"Page 20, 2.1 Does a CNG/ bi-fuel vehicle require the prep package only for potential conversion to use CNG or must it be a completed vehicle that can operate on CNG?"

**Response:** CNG/Bi-fuel vehicle must be a completed vehicle that can operate on CNG.

6. **Vendor Question:**

"Page 22, 3.1.1.1 item H. Do you consider All terrain or On/Off road tires to meet or exceed the all season tire specification?"

**Response:** Yes

7. **Vendor Question:**

(Page 22, 3.1.1.1 ) "J. Rear window defogger is not available on some full size vans, could these be exempted along with trucks?"

**Response:** Please see the revised section 3.1.1.1 of the specifications.

8. **Vendor Question:**

(Page 22, 3.1.1.1 ) "Would you consider removing the requirement of floor mats for vehicles with a vinyl floor, particularly trucks and vans?"

**Response:** Please see the revised section 3.1.1.1 of the specifications.

9. **Vendor Question:**

"Page 23, 3.1.1.3 Do converters of CNG vehicles have to be OEM and EPA certified/approved?"

**Response:** Please see the revised section 3.1.1.3 of the specifications.

10. **Vendor Question:**

"Page 30 6.1 and 6.2 Vehicle dealers do not control the scheduling, production, or shipment of vehicles. We can never guarantee a delivery date. I would suggest that instead of requiring the vendor to deliver within a specific period of time, that the vendor be required notify the Fleet Management Office (or others as you deem necessary) of any abnormally long delays, to advise

of such, explain the reason for the delay, and work with them to resolve any problems that such a delay might cause. No cancellation of an order is possible by the dealer after that order has been scheduled for production by the manufacturer, therefore, the purchase order should not be cancelable after this "point of no return" has been reached."

**Response:** Acknowledged, the specifications in page 30, sections 6.1 and 6.2 remain as written. The liquidated damages clause found on page 10 has been revised.

**11. Vendor Question(s):**

The following are requests for specification changes to the individual classes of vehicles:

Class 1 – Reduce the wheelbase minimum to 98.0 inches.

Class 2 – Reduce the wheelbase minimum to 104.0 inches.

Class 3 – Reduce the wheelbase minimum to 108.0 inches.

Class 4 – Allow a rear wheel drive to be bid in addition to a front wheel drive and increase the maximum GVWR to 5300 lbs.

Class 7 – Reduce minimum wheelbase to 119, increase the maximum GVWR to 7,300 lbs. and reduce the minimum GVWR to 6,500 lbs.

Class 7A - Reduce minimum wheelbase to 119, increase the maximum GVWR to 7,500 lbs. and reduce the minimum GVWR to 6,500 lbs.

Class 8 – Reduce the minimum wheelbase to 121 inches.

Class 14 – Reduce the minimum wheelbase to 140.0 inches

Class 14A - Reduce the minimum wheelbase to 140.0 inches

Class 15 and above – It was discussed in the pre-bid meeting that you would look into adjusting the GVWRs so that ¾ ton trucks as well as one ton trucks would have their own Classes and you agreed to consider offering a class for each truck as an extended cab in addition to the regular cab and crew cab Classes that are currently on the contract

**Response:** The above recommendations for changes to the individual classes of vehicles have been reviewed and are addressed in the revised pricing pages.

**12. Vendor Question(s):**

The following are additional requests for specification changes to the individual classes of vehicles:

Additional Questions/Requests:

Class 3 - Reduce wheel base requirement to 108

Class 4 - Change Drive to front OR rear wheel

Change Engine to 6 cylinder

Class 6 - Being 2 Wheel Drive (assuming that means front or rear) decrease GVWR Requirement to 4900 lbs.

Class 7 - Decrease Wheel Base to 119, Decrease Minimum GVWR to 6499

Class 7A - Decrease Wheel Base to 119, Decrease Min GVWR to 7099

Class 8 - Decrease Wheel base to 121



Add Class 8A Mini Van Cargo - Wheel Base 121, 2 Wheel/Front Wheel, 2 Passenger (including Driver), GVWR 4900 to 6100

Class 10 - Change Drive Requirement to accept front or rear wheel drive, Reduce Minimum Wheel base to 118 but maintain same GVWR Requirements

Even though there are many different wheel bases, Class 14 and 14A should be have a minimum of 140

Class 15A - Reduce GVWR to 8650 unless you want the 4x4 option to require going from 3/4 ton to 1 ton, if so need to increase max gvwr

Class 16 and 16A - Decrease wheelbase to 149, 16A same as 15A decrease min gvwr or increase max

**Response:** The above recommendations for changes to the individual classes of vehicles have been reviewed and are addressed in the revised pricing pages.

**MV14 – Response to Vendor’s Questions as a result of the revised 09/18/2013  
Question and Answer period deadline:**

**1. Vendor Question:**

“My question is could Class 11A be a mistake on 6 cylinder minimum Engine. All small trucks are mostly offered as 4 Cylinder engines. I can offer a regular cab 4WD model with 4 cylinder or a 6 cylinder extended cab but, this conflicts with another class. Please advise.”

**Response:** Class 11A, which reads “Engine: 6 cylinder minimum” has been changed to read “Engine: 4 cylinder minimum.”

**2. Vendor Question:**

“On the vehicles where an off road package is needed, some of the specifications (not all) require front and rear tow hooks. It is rare the we get both front and rear from the manufacturer and if we were to install an additional pair where they don’t offer it, the user will likely damage the bumper or fascia of the vehicle if a chain is used on such a tow hook. I would suggest making the requirement for “tow hooks” and not specifying front and/or rear to allow some flexibility.”

**Response:** Acknowledged, the tow chain holes on the requested trailer hitch receiver will satisfy the rear tow hook(s) requirement.

**3. Vendor Question:**

“MV14 classes 14C,14D,15C,15D,17B,17C,18C AND 18D ask for "front and rear tow hooks". I have consulted our parts department and Baker Equipment, neither one will install rear tow hooks. My question is will the tow chain holes on the requested trailer hitch receiver work in lieu of tow hooks. And/or can we supply a tow hook that fits in the trailer hitch receiver?”

**Response:** The tow chain holes on the requested trailer hitch receiver will satisfy the rear tow hook(s) requirement.

**4. Vendor Question:**

“Can you change the wheelbase to 98 inches” (referring to Class 1)?

**Response:**

See the revised pricing pages from Addendum No. 02.

<b>MV14D</b>		<b>Jim Robinson Inc.</b>	
<b>Class</b>	<b>Type</b>	<b>Model</b>	<b>Unit Price</b>
1	Hybrid	Toyota Prius C-1203	\$ 21,166.00
12	Gas	Toyota Tacoma Access Cab 7114	\$ 23,153.00
12A	Gas	Toyota Tacoma Access Cab 7514	\$ 28,878.00

CLASS 1-AUTOMOBILE

Vendor Name: JIM ROBINSON, INC  
 Manufacturer/Brand: TOYOTA  
 Model Name & Number: PRIUS C-1203

**Vehicle Requirements:**

Classification: Sub Compact Car  
 Drive: Front Wheel  
 Passenger seating: 4 (including driver)  
 Doors: 4, minimum  
 Wheelbase: 98 in., minimum  
 GVWR: 3,300 lbs min  
3,700 lbs max  
 Engine: 4 cylinder minimum

**Additional Requirements:**

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

<b>Vendor Bid Response:</b>				
Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline				
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid	46	53	\$21,166.00	\$29,049.00

**Options:**

FOB Dealership: (Deduct) \$ 10.00  
 FOB Other than Metro Charleston - Per Mile \$ 2.00

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

CLASS 12 - AUTOMOBILE

Vendor Name: JIM ROBINSON, INC.  
 Manufacturer/Brand: TOYOTA  
 Model Name & Number: TACOMA ACCESS CAB-7114

**Vehicle Requirements:**

Classification:	Small Pick Up Extended Cab
Drive:	Rear Wheel
Passenger seating:	4 minimum (including driver)
Doors:	4, minimum
Wheelbase:	125 in., minimum
GVWR:	4,600 lbs. min, 5,289 lbs. max.
Engine:	4 cylinder minimum

**Additional Requirements:**

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

<b>Vendor Bid Response:</b>				
Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	24	19	\$23,153.00	\$39,805.96
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

**Options:**

FOB Dealership: (Deduct)	\$ 10.00
FOB Other than Metro Charleston - Per Mile	\$ 2.00

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



## CLASS 12A - AUTOMOBILE

Vendor Name: JIM ROBINSON, INC.  
 Manufacturer/Brand: TOYOTA  
 Model Name & Number: TACOMA ACCESS CAB-7514

**Vehicle Requirements:**

Classification: Small Pick Up Extended Cab  
 Drive: 4 Wheel  
 Passenger seating: 4 minimum (including driver)  
 Doors: 4, minimum  
 Wheelbase: 125 in., minimum  
 GVWR: 5,290 lbs. min, 5,700 lbs. max.  
 Engine: 4 cylinder minimum

**Additional Requirements:**

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

<b>Vendor Bid Response:</b>				
Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	21	16	\$28,878.00	\$48,130.23
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

**Options:**

FOB Dealership: (Deduct) \$ 10.00  
 FOB Other than Metro Charleston - Per Mile \$ 2.00

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