



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

State of West Virginia
Master Agreement

Order Date: 2016-05-11

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 PC16	Procurement Folder: 215806
Document Name: Statewide Contract for Police Vehicles	Reason for Modification:
Document Description: Current year police vehicles	Award of CRFQ SWC1600000003
Procurement Type: Statewide MA (Open End)	
Buyer Name: Michelle L Childers	
Telephone: (304) 658-2063	
Email: michelle.l.childers@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2016-05-15
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2017-05-14

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000199714 STEPHENS AUTO CENTER PO BOX 278 DANVILLE WV 25053278 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Guy Nisbet Requestor Phone: (304) 558-2596 Requestor Email: guy.l.nisbet@wv.gov

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

AGENCY COPY

Total Order Amount Open End

mc
 5-12-16

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 5/12/2016 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: 5/23/16 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: MAY 23 2016 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Blanket Open-End Statewide Contract

This blanket open-end statewide contract is to supply 2016 or current model police vehicles.

The vendor, Stephens Auto Center, of Danville, WV, agrees to enter into this open-end contract for 2016 or present model year police vehicles with the agency. The West Virginia State Police, the contract will include police sedan and utility cruisers with choice of factory and custom paint schemes. Per the bid requirements, specifications, terms and conditions, Addendum 1 dated 3/29/2016, and the vendor submitted and accepted bid on 4/28/2016, per the attached documentation and pricing sheet. All incorporated herein by reference and a part of hereof.

Political subdivisions shall contact the vendor directly to order under this contract.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25101702			EA	\$24,762.000000
	Service From	Service To			

Commodity Line Description: Pursuit Rated Four Door Sedan Police Cruiser

Extended Description:

Ford Police Sedan Model P2M
Factory Paint Scheme

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	25101702			EA	\$25,112.000000
	Service From	Service To			

Commodity Line Description: Pursuit Rated Four Door Sedan Police Cruiser

Extended Description:

Ford Police Sedan Model P2M Custom WV Paint Scheme

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	25101702			EA	\$27,574.000000
	Service From	Service To			

Commodity Line Description: Pursuit Rated Four Door Police Utility Cruiser

Extended Description:

Ford Police Utility Model K8A
Factory Paint Scheme

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	25101702			EA	\$27,924.000000
	Service From	Service To			

Commodity Line Description: Pursuit Rated Four Door Police Utility Cruiser

Extended Description:

Ford Police Utility Model K8A
Custom WV Paint Scheme

PC16	Document Phase Draft	Document Description Current year police vehicles	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

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

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on May 15, 2016 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 should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

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

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

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

Other: See attached.

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

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

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

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

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

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

6. 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 received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

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

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

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

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

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

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

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

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

10. 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.

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

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.

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

13. 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.

14. 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.

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

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

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

18. 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.

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

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. 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.

- 22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.

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

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

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

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

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

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

34. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia State Police to establish an open-end contract for 2016, or present model year, Pursuit Rated Four (4) Door Sedan and Utility Police Cruiser.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“Pursuit Rated”** means a vehicle which can be used for high speed maneuvers.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **2016, or present model year, Pursuit Rated Four (4) Door Sedan Police Cruiser**
 - 3.1.1.1 **Standard Equipment Requirements** – The following are mandatory as related to the standard equipment requirements of the vehicle. The requested vehicle must contain the following unless otherwise noted.
 - A. All-Wheel Drive (AWD)
 - B. Suspension – Independent Front Suspension with Front and Rear Stabilizer Bar (Police Suspension Package)
 - C. Brakes – Vendors Heaviest Available 4 Wheel Disc Brakes with Heaviest Available front and rear Calipers

- D. Engine – V-6 (Six Cylinder)
- E. Alternator – Minimum 220 Amp
- F. Transmission and Oil Cooler – Vendors Heaviest Available
- G. Battery – Minimum 750 Cold Cranking Amps
- H. Transmission – Minimum 6 Speed Transmission, Column Shifted
- I. Cooling System – Vendors Heaviest and Highest Volume Radiator Available
- J. Engine Hour Meter
- K. Fuel Tank – Minimum 19 Gallon
- L. Exterior Key Locks – Driver, Front Passenger and Deck Lid
- M. Mirrors – Power Electric Remote, Manual Fold Away
- N. Wheels – Vendors Heaviest and Strongest Available
18” Steel with Full Size Spare
- O. Flooring – Vendors Heaviest and Strongest Vinyl
- P. Seats – Front, Heaviest Available cloth, with Minimum 6 way power driver seat with manual lumbar and 2 way manual passenger seat. Rear seat vinyl bench
- Q. Minimum 9” space between front Driver and Passenger Seat for Aftermarket Consoles with Console Mounting Plate
- R. Console Mounting Plate
- S. Tilt Steering Column
- T. Audio – AM/FM Stereo with Single CD player with MP3 Capability

- U. Rear View Camera
 - V. Reverse Back Up Sensor with Audible Interior Alarm
 - W. Power Windows with one-touch up/down Driver's Side with Disable Feature
 - X. Power Door Locks with Remote Keyless Entry
 - Y. Spot Lamp – Driver's Side (LED)
 - Z. Windshield Wipers – Two Speed with Intermittent Mode
 - AA. Cruise Control
 - BB. Electric Rear Window Defroster
 - CC. Power Trunk Lid Release
 - DD. License Plate Mounts – Front and Rear
 - EE. Rear Door Handles Inoperable / Rear Locks Inoperable / Rear Window Switches Inoperable
 - FF. Undercarriage Deflector Plate
 - GG. Minimum of 16.5 Cubic Feet of available trunk space
 - HH. Dark Car Feature (Courtesy Lamps Disable when any Door is Opened)
 - II. Bluetooth Cellular Hands Free Feature
 - JJ. Trunk Electronics Tray (Minimum 4 sq. ft.) with a minimum of 18" of travel when fully extended
- 3.1.1.2. 2016 or current model year, Pursuit Rated Four (4) Door Sedan Police Cruiser must have interchangeable parts with Contract Item #2 (2016 or current model year, Pursuit Rated Four Door Utility Police Cruiser) including but not limited to Front Brake Calipers, Rear Brake Calipers, Front and Rear Brake Pads, Front and Rear Brake Rotors, Oil Filter, Air Filter and Spark Plugs.**

- 3.1.1.2 2016 or current model year, Pursuit Rated Four (4) Door Sedan Police Cruiser will be purchased from available stock colors for the above described model. All bumper coverings and/or body side moldings are to be of the same color.

The vendor will customize the paint scheme by painting the traditional gold portion of the vehicle, which includes the roof of the vehicle, front and rear pillars (see Attachment B). Price will include sanding, priming, and paint application. Primer must be gray epoxy and the exact paint code may be obtained from RMS Pro Finishes, Attention, Jay Crisp (Phone 304-346-9661) prior to bid submission.

- 3.1.1.3 **Warranty:** The following are mandatory requirements as related to warranty.

A. **Basic Comprehensive Warranty coverage** – The vendor shall provide the vehicle manufacture’s basic whole vehicle warranty. The minimum length of warranty shall be three (3) years/ 36,000 miles and shall cover the entire vehicle bumper to bumper.

B. **Basic Corrosion-** the vendor shall provide the manufacture’s standard Basic Corrosion warranty.

3.1.2 2016 or current model year, Pursuit Rated Four (4) Door Utility Police Cruiser

3.1.2.1 Standard Equipment Requirements – The following are mandatory as related to the standard equipment requirements of the vehicle. The requested vehicle must contain the following unless otherwise noted.

- A. All-Wheel Drive (AWD)
- B. Suspension – Independent Front Suspension with Front and Rear Stabilizer Bar (Police Suspension Package)
- C. Brakes – Vendors Heaviest Available 4 Wheel Disc Brakes with Heaviest Available front and rear Calipers
- D. Engine – V-6 (Six Cylinder)

- E. Alternator – Minimum 220 Amp
- F. Transmission and Oil Cooler – Vendors Heaviest Available
- G. Battery – Minimum 750 Cold Cranking Amps
- H. Transmission – Minimum 6 Speed Transmission, Column Shifted
- I. Cooling System – Vendors Heaviest and Highest Volume Radiator Available
- J. Engine Hour Meter
- K. Fuel Tank – Minimum 18.6 Gallon
- L. Exterior Key Locks – Driver, Passenger and Lift gate
- M. Mirrors – Power Electric Remote, Manual Fold Away
- N. Wheels – Vendors Heaviest and Strongest Available 18” Steel with Full Size Spare
- O. Flooring – Vendors Heaviest and Strongest Vinyl
- P. Seats – Front, Heaviest Available Cloth, with Minimum 6 way power driver seat with manual lumbar and 2 way manual passenger seat. Second Row seat vinyl bench.
- Q. Minimum 9’ space between front Driver and Passenger Seat for Aftermarket Consoles with Console Mounting Plate
- R. Console Mounting Plate
- S. Tilt Steering Column
- T. Audio – AM/FM Stereo with Single CD player with MP# Capability

U. Rear View Camera

V. Reverse Back Up Sensor With Audible Interior Alarm

W. Power Windows with one-touch up/down Driver's Side
with Disable Feature

X. Power Door Locks with Remote Keyless Entry

Y. Spot Lamp – Driver's Side (LED)

Z. Windshield Wipers – Front Speed Sensitive Intermittent;
Rear Dual Speed Wiper

AA. Cruise Control

BB. Electric Rear Window Defroster

CC. License Plate Mounts – Front and Rear

DD. Rear Door Handles Inoperable / Rear Locks Inoperable /
Rear Window Switches Inoperable

EE. Undercarriage Deflector Plate

FF. Minimum 48 Cubic Feet of available Cargo Space

GG. Dark Car Feature (Courtesy Lamps Disable when any Door
is Opened)

HH. Bluetooth Cellular Hands Free Feature

3.1.3 2016 or current model year, Pursuit Rated Four (4) Door Utility Police Cruiser must have interchangeable parts with Contract Item #1 (2016, or present model year, Pursuit Rated Four Door Sedan Police Cruiser) including but not limited to Front Brake Calipers, Rear Brake Calipers, Front and Rear Brake Pads, Front and Rear Brake Rotors, Oil Filter, Air Filter and Spark Plugs.

3.1.4 2016 or current model year, Pursuit Rated Four (4) Door Utility Police Cruiser will be purchased from available stock colors for the above

described model. All bumper coverings and/or body side moldings are to be of the same color.

The vendor will customize the paint scheme by painting the traditional gold portion of the vehicle, which includes the roof of the vehicle, front and rear pillars (See Attachment B). Price will include sanding, priming, and paint application. Primer must be gray epoxy and the exact paint code may be obtained from RMS Pro Finishes, Attention, Jay Crisp (Phone 304-346-9661) prior to bid submission.

3.1.5 Warranty: The following are mandatory requirements as related to warranty.

- C. Basic Comprehensive Warranty coverage – The vendor shall provide the vehicle manufacture’s basic whole vehicle warranty. The minimum length of warranty shall be three (3) years/ 36,000 miles and shall cover the entire vehicle bumper to bumper.
- D. Basic Corrosion- the vendor shall provide the manufacturer’s standard Basic Corrosion warranty.

3.2 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 correct as necessary;
- E. Check front end alignment or four wheel alignment if applicable, perform alignment if needed, and balance all tires;
- F. Wash/Clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, tags etc.;

-
- G. Include a minimum of one owner's manual;
 - H. Upon delivery, the vehicles fuel tanks shall be full of fuel;
 - I. Include temporary license if required;
 - J. Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered;
 - K. No dealer insignia or other advertising shall be affixed to the vehicle or appear on any accessory such as mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising will be rejected.
 - L. Perform operational checks which will cover all controls, systems, and devices, doors, windows, accessories, and road testing of the completed vehicle. Vehicle shall be driven at various speeds; brakes tested for dependability, vehicle checked for rattles, squeaks and must be in compliance with pre-delivery inspection/servicing procedures and make adjustments as necessary.
- 3.2.1 Workmanship:** Vehicles shall be free from defects that may impair their operation, safety, emissions, and serviceability, or detract from appearance.
- 3.2.2 Operator's Manual:** 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.
- 3.2.3 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.
- 3.2.4 Agency Ordering Procedure:** WV State Agencies shall issue a CDO (Central Delivery Order). The CDO and following corresponding

forms: MV16 Order form DOA FM-005 (vehicle replacement) or DOA-FM-009 (Fleet Increase) shall be submitted to the Department of Administration Fleet Management Office for approval. Then shall be forwarded to the Purchasing Division for processing.

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

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

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 Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by filling in the unit price, the extended price, the total and the vendor information. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document

5. ORDERING AND PAYMENT:

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

shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within one hundred twenty (120) calendar days after orders are received. Vendor shall deliver emergency orders within sixty (60) calendar 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.

The Vendor will deliver vehicles: (Vehicles purchased by the West Virginia State Police will be delivered to 725, Jefferson Road, South Charleston, WV. During the hours between: 9:00 AM. EST. and 4:00 PM. EST. excluding State and Federal Holidays. Vehicles will not be accepted until inspected and approved by Agency. All repairs and corrections will be the responsibility of the Vendor. Vendor will provide Vendor's license, insurance (as required for dealer license) and reasonable management assistance for pre-delivery acceptance inspections.

- 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:** Standard order delivery shall be F.O.B. destination to the Agency's location. 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.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of

unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

7. VENDOR DEFAULT:

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

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

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Inspection of Sample Vehicle(s):** Within three (3) weeks after issuance of a Purchase Order, the successful vendor shall make arrangements to deliver to the West Virginia State Police, 725 Jefferson Road, South Charleston, WV. A sample vehicle having the same general body, chassis, engine and transmission as the vehicle on which the bid was submitted. It will be used as a prototype for determining the methods of attaching various items of police equipment.
- 8.4 Pre-Delivery:** Prior to delivery each new vehicle must be completely serviced in accordance with Manufactures New-Car dealer "make ready" preparation and in accordance with these specifications and the manufactures recommendations. Each vehicle shall contain a pre-delivery check sheet signed by the mechanic(s) or individuals that serviced the same prior to the Agency inspection. Vehicle Owner's manual must be delivered with the vehicle. Upon delivery to the Agency the vehicle must be clean inside and out. No dealer insignia or dealer name is to be attached to the vehicle in any form.
- 8.5 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.6 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: 304-369-2411

Fax Number: 304-369-2490

Email Address: rstephens@stephensauto.com mballard@stephensauto.com



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

State of West Virginia
 Request for Quotation
 36 - Vehicles

29

Proc Folder: 202155

Doc Description: Addendum No. 1 - Statewide Contract for Police Vehicles

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-15	2016-04-28 13:30:00	CRFQ 0212 SWC1600000003	2

BID RECEIVING LOCATION

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

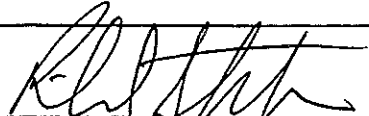
VENDOR

Vendor Name, Address and Telephone Number:

Stephens Auto Center
 P.O. Box 278
 Danville, WV 25053
 304-369-2411

FOR INFORMATION CONTACT THE BUYER

Helle L Childers
 (304) 558-2063
 helle.l.childers@wv.gov

Signature X  FEIN # 55-012-8010 DATE 4-27-16

Offers subject to all terms and conditions contained in this solicitation

SOLICITATION NUMBER: CRFQ SWC1600000003
Addendum Number: 01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish vendor questions and answers to the vendor community.

No other changes.

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

Terms and Conditions:

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

**Statewide Contract for Police Vehicles
CRFQ SWC1600000003
Vendor Questions and Answers**

Question 1: Regarding SWC16*3, on page 19, item number 34. "Purchasing Card Acceptance" – would you drop the requirement that the vendor accept the Purchasing Card as payment for vehicles under this contract? The fees charged to the vendor by the bank that processes credit card payments (approximately 3% of the vehicle sales price) would result in additional cost to the vendor of approximately \$750 - \$900 per vehicle and this cost would have to be passed along the state in the form of a higher bid price.

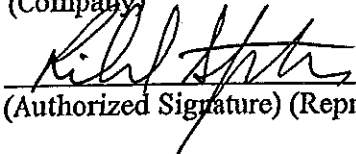
Answer 1: The specification remains as advertised.

CERTIFICATION AND SIGNATURE PAGE

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

Stephens Auto Center

(Company)



Richard Stephens, Vice President

(Authorized Signature) (Representative Name, Title)

304-369-2411 304-369-2490 4-27-16
(Phone Number) (Fax Number) (Date)

EXHIBIT A
Price Sheet
Police Pursuit Vehicles

Item	Description	Brand Vehicle Bid	Model Vehicle Bid	Unit of Measure	Unit Price
3.1.1	Pursuit Rated four (4) door Sedan (Factory paint colors)	Ford	2016 Police Interceptor Sedan	each EA	\$24,762
3.1.1	Pursuit Rated four (4) door Sedan (Custom WV paint scheme)	Ford	2016 Police Interceptor Sedan	EA	\$25,112
3.1.2	Pursuit Rated four (4) door Police Utility Cruiser (Factory paint colors)	Ford	2017 Police Interceptor Utility	EA	\$27,574
3.1.2	Pursuit Rated four (4) door Police Utility Cruiser (Custom WV paint scheme)	Ford	2017 Police Interceptor Utility	EA	\$27,924