



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: 01-29-2024

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

<b>Order Number:</b>	CMA 0313 9010 DEPVROOMB 1	<b>Procurement Folder:</b>	1366475
<b>Document Name:</b>	Motor Vehicle Purchase	<b>Reason for Modification:</b>	Award of CRFQ DEP2400000024
<b>Document Description:</b>	Motor Vehicle Purchase		
<b>Procurement Type:</b>	Central Master Agreement		
<b>Buyer Name:</b>			
<b>Telephone:</b>			
<b>Email:</b>			
<b>Shipping Method:</b>	Best Way	<b>Effective Start Date:</b>	2024-01-26
<b>Free on Board:</b>	FOB Dest, Freight Prepaid	<b>Effective End Date:</b>	2025-01-25

VENDOR		DEPARTMENT CONTACT	
<b>Vendor Customer Code:</b>	000000111679	<b>Requestor Name:</b>	Michael S Brightwell
THORNHILL GROUP INC 500 FORD FAIRLANE		<b>Requestor Phone:</b>	(304) 414-1138
CHAPMANVILLE WV 25508		<b>Requestor Email:</b>	michael.s.brightwell@wv.gov
US			
<b>Vendor Contact Phone:</b>	304-855-8300	<b>Extension:</b>	
<b>Discount Details:</b>			
	<b>Discount Allowed</b>	<b>Discount Percentage</b>	<b>Discount Days</b>
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

**24**  
 FILE LOCATION \_\_\_\_\_

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV 25304 US

1-31-24 60

<b>Total Order Amount:</b>	Open End
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Purchasing Division's File Copy

*JA 1.29.24*  
**PURCHASING DIVISION AUTHORIZATION**  
 DATE: *Murphy 1/30/2024*  
 ELECTRONIC SIGNATURE ON FILE

*2-14-24*  
**ATTORNEY GENERAL APPROVAL AS TO FORM**  
 DATE: *JD S. Jones*  
 ELECTRONIC SIGNATURE ON FILE

**ENCUMBRANCE CERTIFICATION**  
 DATE: *2-20-24*  
 ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

The vendor, Thornhill Group Inc. DBA Thornhill Ford, agrees to enter into this multi-award contract with the agency, The West Virginia Department of Environmental Protection, for motor vehicles per the specifications, terms and conditions, and the vendors submitted bid response dated 1/8/2024 all incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25100000			EA	34705.890000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** 3.1.1 Compact SUV Hybrid, Toyota RAV 4 or equal

**Extended Description:**

3.1.1 Compact SUV Hybrid, Toyota RAV 4 or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	25100000			EA	35272.890000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** 3.1.3 Mid Size Truck Crew Cab 4D, Toyota Tacoma, or equal

**Extended Description:**

3.1.3 Mid Size Truck Crew Cab 4D, Toyota Tacoma, or equal

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	25100000			EA	47954.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** 3.1.4 Full Size Truck 1/2 Ton Crew Cab, Ford F-150 or equal

**Extended Description:**

3.1.4 Full Size Truck 1/2 Ton Crew Cab, Ford F-150 or equal

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	25100000			EA	54261.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** 3.1.6 Full Size Truck 3/4 Ton Crew Cab, Ford F-250 or equal

**Extended Description:**

3.1.6 Full Size Truck 3/4 Ton Crew Cab, Ford F-250 or equal

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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:** The Initial Contract Term will be for a period of one year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**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 of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

**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.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: 1 million per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**9. WORKERS' COMPENSATION INSURANCE:** 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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**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. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. 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.



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

**18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. 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 § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. 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.

**22. COMPLIANCE WITH LAWS:** 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

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

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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

**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. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. 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.

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

(Printed Name and Title) CHARLES ELLIS Fleet/Gov. Mgr  
(Address) 500 Ford Fairlane Chapmanville, WV 25508  
(Phone Number) / (Fax Number) 304-855-1289 304-855-1451  
(email address) CHARLES.ELLIS@TheNorthWillAutomotive.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through WYOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract was not accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

TheNorthWill FORD  
(Company)  
Charles Ellis  
(Signature of Authorized Representative)  
CHARLES ELLIS Fleet/Gov. Mgr. 1/9/24  
(Printed Name and Title of Authorized Representative) (Date)  
304-855-1289 304-855-1451  
(Phone Number) (Fax Number)  
CHARLES.ELLIS@TheNorthWillAutomotive.com  
(Email Address)

## Motor Vehicles Purchase for DEP

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### SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Environmental Protection to establish an open-end contract for 2023, or latest model year, in stock motor vehicles to be delivered to the Charleston Headquarters Office located at: 601 57<sup>th</sup> Street, Charleston, WV 25304. This contract may be awarded to multiple vendors if it is in the best interest of the agency.

There will be an immediate need for the following vehicles:

- 5- Vehicle Type One- Compact SUV Hybrid, Toyota RAV 4 Hybrid, or equal
- 1- Vehicle Type Two- Mid-Size SUV, Jeep Cherokee Sport, or equal
- 10- Vehicle Type Three- Mid-Size Truck Crew Cab 4-Door, Toyota Tacoma, or equal
- 13- Vehicle Type Four- Full Size Truck ½ Ton Crew Cab, Ford F-150, or equal
- 1- Vehicle Type Five- Full Size Truck ¾ Ton Ext. Cab, Ford F-250, or equal
- 2- Vehicle Type Six- Full Size Truck ¾ Ton Crew Cab, Ford F-250, or equal
- 1- Vehicle Type Seven- Full Size Truck 1 Ton Ext. Cab DRW, Ford F-350, or equal

\*\*Delivery Orders will be issued for the above referenced vehicles after the contract has been awarded.

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

**2.5 “GVWR Range”** means gross vehicle weight rating (GVWR), the maximum weight of the vehicle, as specified by the manufacturer.

**2.6 “Vehicle Type”** is a term that will be used by the agency for tracking purposes.

**2.7 “DRW”** means dual rear wheel.

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### **3. GENERAL REQUIREMENTS:**

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

#### **3.1.1 VEHICLE TYPE ONE (1) COMPACT SUV HYBRID, TOYOTA RAV 4 HYBRID, OR EQUAL**

- 3.1.1.1** Must be 4-wheel drive/all -wheel drive.
- 3.1.1.2** Must be a gas hybrid.
- 3.1.1.3** Must be a Compact Utility Vehicle.
- 3.1.1.4** Must include a minimum of five (5) seats.
- 3.1.1.5** Must be 4-door.
- 3.1.1.6** Must include all weather mats (slush mats) in all passenger and cargo areas.
- 3.1.1.7** Must have a minimum of a 4-cylinder hybrid motor.
- 3.1.1.8** Must have a minimum GVWR rating of 4,350-5,600.
- 3.1.1.9** COLOR MUST BE APPROVED BY THE AGENCY PRIOR TO RECEIVING THE VEHICLE. LIGHT COLORS PREFERRED.

#### **3.1.2 VEHICLE TYPE TWO (2) MID SIZE SUV, JEEP CHEROKEE SPORT, OR EQUAL**

- 3.1.2.1** Must be a mid-size utility.
- 3.1.2.2** Must be 4-wheel or all-wheel drive with high and low range.
- 3.1.2.3** Must include a minimum of 5 seats.
- 3.1.2.4** Must be 4-door minimum.
- 3.1.2.5** Must include all weather mats (slush mats) in all passenger and cargo areas.
- 3.1.2.6** Must be a 6-cylinder gas motor minimum.
- 3.1.2.7** Must have a minimum GVWR rating of 6,100-7,500.
- 3.1.2.8** Must include off road package that includes but is not limited to limited slip rear. Axle traction lock differential, heavy duty engine cooling, skid plates, gas shocks, tow hooks, and all terrain tires.

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**3.1.2.9 COLOR MUST BE APPROVED BY THE AGENCY PRIOR TO RECEIVING THE VEHICLE. LIGHT COLORS PREFERRED.**

### **3.1.3 VEHICLE TYPE THREE (3) MID SIZE TRUCK CREW CAB (4 DOOR), TOYOTA TACOMA, OR EQUAL**

**3.1.3.1** Must be a mid-size pickup truck.

**3.1.3.2** Must be crew cab.

**3.1.3.3** Must be 4-wheel drive with high and low range.

**3.1.3.4** Must have a minimum of 4 seats which includes the driver.

**3.1.3.5** Must have a minimum of 4 full doors.

**3.1.3.6** Must include all weather mats (slush mats) in driver and passenger areas.

**3.1.3.7** Must include tow package that includes tow hitch installed with wiring.

**3.1.3.8** Must include off road package that includes but is not limited to limited slip rear. Axle traction lock differential, heavy duty engine cooling, skid plates, gas shocks, tow hooks, and all terrain tires.

**3.1.3.9** Must have a minimum 4-cylinder turbo or 6-cylinder gas motor.

**3.1.3.10** Must have a minimum GVWR rating of 5,400-6,250.

**3.1.3.11 COLOR MUST BE APPROVED BY THE AGENCY PRIOR TO RECEIVING THE VEHICLE. LIGHT COLORS PREFERRED.**

### **3.1.4 VEHICLE TYPE FOUR (4) FULL SIZE TRUCK ½ TON CREW CAB, FORD F-150 OR EQUAL**

**3.1.4.1** Must be a standard ½ ton pickup with crew cab.

**3.1.4.2** Must be 4-wheel drive with high and low range.

**3.1.4.3** Must have a minimum of 4 seats.

**3.1.4.4** Must have a minimum of 4 full doors.

**3.1.4.5** Must have a minimum of a 6-cylinder gasoline engine.

**3.1.4.6** Must have a tow package that includes tow hitch and wiring installed.

**3.1.4.7** Must include off road package that includes but is not limited to limited slip rear. Axle traction lock differential, heavy duty engine cooling, skid plates, gas shocks, tow hooks, and all terrain tires.

**3.1.4.7** Must include all weather mats (slush mats) in driver and passenger areas.



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**3.1.4.8** Must have a short bed with a bedliner.

**3.1.4.9** Must have a GVWR range of 6,275-7,350.

**3.1.4.10** COLOR MUST BE APPROVED BY THE AGENCY PRIOR TO RECEIVING THE VEHICLE. LIGHT COLORS PREFERRED.

### **3.1.5 VEHICLE TYPE FIVE (5) FULL SIZE TRUCK ¾ TON EXTENDED CAB, FORD F-250 OR EQUAL**

**3.1.5.1** Must have large ¾ ton package with extended cab.

**3.1.5.2** Must be 4-wheel drive with high and low range.

**3.1.5.3** Must have a minimum of 4 seats.

**3.1.5.4** Must be 4 full doors.

**3.1.5.5** Must be a minimum of an 8-cylinder motor.

**3.1.5.6** Must have a tow package that includes tow hitch and wiring installed.

**3.1.5.7** Must include off road package that includes but is not limited to limited slip rear. Axle traction lock differential, heavy duty engine cooling, skid plates, gas shocks, tow hooks, and all terrain tires.

**3.1.5.8** Must include all weather mats (slush mats) in driver and passenger areas.

**3.1.5.9** Must include a short bed with a bedliner.

**3.1.5.10** Must have a GVWR range of 8,750-10,000.

**3.1.5.11** COLOR MUST BE APPROVED BY THE AGENCY PRIOR TO RECEIVING THE VEHICLE. LIGHT COLORS PREFERRED.

### **3.1.6 VEHICLE TYPE SIX (6) FULL SIZE TRUCK ¾ TON CREW CAB, FORD F-250 OR EQUAL.**

**3.1.6.1** Must have large ¾ ton package with crew cab.

**3.1.6.2** Must be 4-wheel drive with high and low range.

**3.1.6.3** Must have a minimum of 4 seats.

**3.1.6.4** Must have 4 full doors.

**3.1.6.5** Must have a minimum of an 8-cylinder gasoline engine.

**3.1.6.6** Must have a tow package that includes tow hitch and wiring installed.

**3.1.6.7** Must include off road package that includes but is not limited to limited slip rear. Axle traction lock differential, heavy duty engine cooling, skid plates, gas shocks, tow hooks, and all terrain tires.

**3.1.6.8** Must include all weather mats (slush mats) in driver and passenger areas.

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**3.1.6.9** Must have a short bed with a bedliner.

**3.1.6.10** Must have a GVWR range of 8,750-10,000.

**3.1.6.11** COLOR MUST BE APPROVED BY THE AGENCY PRIOR TO RECEIVING THE VEHICLE. LIGHT COLORS PREFERRED.

### **3.1.7 VEHICLE TYPE SEVEN (7) FULL SIZE TRUCK 1 TON EXT CAB DRW, FORD F350 OR EQUAL**

**3.1.7.1** Must have a large 1-ton dual rear wheel package with extended cab.

**3.1.7.2** Must be 4-wheel drive with high and low range.

**3.1.7.3** Must have a minimum of 4 seats.

**3.1.7.4** Must have 4 full doors.

**3.1.7.5** Must have a minimum of an 8-cylinder turbo diesel engine.

**3.1.7.6** Must have a tow package that includes tow hitch and wiring installed.

**3.1.7.7** Must include off road package that includes but is not limited to limited slip rear. Axle traction lock differential, heavy duty engine cooling, skid plates, gas shocks, tow hooks, and all terrain tires.

**3.1.7.8** Must include all weather mats (slush mats) in driver and passenger areas.

**3.1.7.9** Must have a short bed with a bedliner.

**3.1.7.10** Must have a minimum 14,000 GVWR range.

**3.2 Standard Equipment Requirements** — The following are mandatory on all the above referenced equipment. Each vehicle type must contain the following unless otherwise noted.

- A. Automatic Transmission
- B. Power Steering
- C. Power/ABS Brakes
- D. Minimum FM Radio, Hands free/Bluetooth compatible, installed.
- E. Manufacturer's Standard Tint Glass
- F. Exterior power left and right mirrors.

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- G. License plate mounts **MUST BE** located on the front and rear bumpers.
  - I. Prior to delivery, all vehicles must be pre-drilled, with hardware installed, to meet specifications that require both front and rear license plates.
  - II. Any vehicle delivered without such plate mounts will be rejected.
- H. All-season tires
- I. Manufacturer's standard spare tire with jack within available as standard equipment.
- J. Installed rear window defogger for all vehicles except trucks.
- K. Front bucket seats for all vehicles except trucks.
- L. Installed air conditioning. SUV and trucks must include rear 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.
- P. Factory installed tilt wheel and cruise control.
- Q. Factory installed keyless entry.
- R. Installed "fleetside" bed for trucks.
- S. Factory Reverse backup camera.

**3.2.1 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.

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**3.2.1.1** All parts and accessories advertised and regularly supplied as standard shall be included except those which represent duplication of parts and accessories specified and except those which, by specification, are not to be furnished.

**3.2.1.2** All standard safety features, required by Federal and State law, shall be included.

**3.2.1.2.1** 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 type placed against the contract.

**3.2.1.2.2** Vehicles must not have manufacturer's base model equipment deleted unless specifically required within the specifications for that vehicle.

**3.2.2 Fuel Type:** All vehicles shall be gasoline powered unless otherwise stated.

**A. Hybrid Vehicles** must meet the following requirements –

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

**3.2.3 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.

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- F. Wash/Clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, tags etc.; Window stickers need to be removed and placed inside the vehicle.
- G. Include a minimum of one owner's manual.
- H. Upon delivery, the vehicles' fuel tanks shall be full of fuel.
- I. Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered.
- J. 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.
- K. 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.

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

**3.2.5 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.

**3.2.6 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

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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 Michael Brightwell 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: [Michael.S.Brightwell@wv.gov](mailto:Michael.S.Brightwell@wv.gov) This information must be received within ten (10) working days prior to the delivery of each vehicle.
- B. Upon delivery of the vehicle, all documentation (Title Application, Statement of Origin, Delivery/Odometer Statement, Lease Agreement, etc.) in original form must be mailed or hand carried to:

Department of Environmental Protection  
Attn: Michael Brightwell  
601 57<sup>th</sup> Street SE  
Charleston, WV 25304  
(304)926-0499 ext. 41138

**3.2.7 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

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State may elect to have the corrective work performed at the vendor's location, branch, or dealership, or a manufacturer's factory authorized repair facility, or upon the vendor's approval, at a commercial or Government repair facility. The cost of labor involved in the replacement of the failed or malfunctioned part(s) or assemblies shall be borne by the vendor.

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

**3.2.8 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.

**3.2.8.1** Vendor must provide technical specifications of the vehicles quoted in order for their bid to be considered. Failure to provide technical specifications may result in disqualification of your bid.

### 4. CONTRACT AWARD:

**4.1 Contract Award:** The award will be based on the lowest bid for each vehicle type specified. If the lowest bid vendor cannot meet the 14-business day delivery requirement, the agency will move to the next lowest bid vendor.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing a total cost for each vehicle specified. The vendor's cost must include delivery to DEP headquarters office in Charleston West Virginia. 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

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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.

### 4.3 Agency Ordering Procedures:

**4.3.1** When the Contract(s) are issued, the Agency will reach out to the lowest bid vendor for the vehicle type specified in the delivery order first who will have first priority to determine if the Vendor can meet the 14-business day delivery requirement. The low bid vendor for the vehicle type specified will have two business days to respond to the Agency's 14-business day delivery requirement. If the lowest bid vendor cannot meet the 14-business day delivery requirement the agency will reach out to the next lowest bid vendor who will have second priority to determine if they are able to meet the delivery requirement and this process will continue until fulfillment.

## 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:** The vendor must acknowledge receipt of the agency's vehicle request **delivery order** within 48 hours by emailing Michael Brightwell at [Michael.S.Brightwell@wv.gov](mailto:Michael.S.Brightwell@wv.gov) The Vendor shall deliver vehicles 14 business days after the receipt of the order. The vendor shall provide their estimated delivery time frames with their submitted bid response for our immediate need. The Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. If the vendor fails to meet the 14-business day delivery requirement, the agency reserves the right to move to the next lowest bid



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vendor for the vehicle.

**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 the items are unacceptable or permit the Agency to arrange for the return and reimburse the 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 full credit or a 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.

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### 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 the 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.

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

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

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

## CMA DEP VROOM

The Contract for VROOM is a progressive contract based on commodity line. Award is based on low bid to high bid for each line. If the low bidder cannot provide the needs for the Agency at the requested time, the next low bidder will be contacted. Each vendor will have 48 hours to determine if they are able to meet the Agency's needs.

### AWARD SYNOPSIS

TYPE	VEHICLE TYPE	AWARD LEVEL 1		AWARD LEVEL 2		AWARD LEVEL 3	
		Vendor	Amount	Vendor	Amount	Vendor	Amount
TYPE 1	Compact SUV Hybrid	Thornhill Group Inc dba Thornhill Ford	\$ 34,705.89	Stephens Auto LLC dba Stephens Mitsubishi	\$ 47,516.00	Whiteside of St. Clairsville	No Award
TYPE 2	Mid-Size SUV	Thornhill Group Inc dba Thornhill Ford	No Award	Stephens Auto LLC dba Stephens Mitsubishi	No Award	Whiteside of St. Clairsville	No Award
TYPE 3	Mid-size Truck	Thornhill Group Inc dba Thornhill Ford	\$ 35,272.89	Whiteside of St. Clairsville	\$ 47,546.50	Stephens Auto LLC dba Stephens Mitsubishi	No Award
TYPE 4	Full-Size 1/2 Ton Truck	Thornhill Group Inc dba Thornhill Ford	\$ 47,954.00	Whiteside of St. Clairsville	\$ 53,977.22	Stephens Auto LLC dba Stephens Mitsubishi	No Award
TYPE 5	Full-Size 3/4 Ton Truck Extended Cab	Whiteside of St. Clairsville	\$ 58,910.00	Thornhill Group Inc dba Thornhill Ford	No Award	Stephens Auto LLC dba Stephens Mitsubishi	No Award
TYPE 6	Full-Size 3/4 Ton Truck Crew Cab	Thornhill Group Inc dba Thornhill Ford	\$ 54,261.00	Whiteside of St. Clairsville	\$ 59,855.00	Stephens Auto LLC dba Stephens Mitsubishi	No Award
TYPE 7	Full-Size 1 Ton Truck Extended Cab DRW	Whiteside of St. Clairsville	\$ 69,920.00	Thornhill Group Inc dba Thornhill Ford	No Award	Stephens Auto LLC dba Stephens Mitsubishi	No Award