



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 636349

Procurement Type: Statewide MA (Open End)

Vendor ID: 000000176670

Legal Name: WHITESIDE OF ST CLAIRSVILLE INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 10/18/2019

Response Time: 12:01

SO Doc Code: CRFQ

SO Dept: 0212

SO Doc ID: SWC2000000002

Published Date: 10/10/19

Close Date: 10/18/19

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM_1: MV20 - 2020 OR
LATEST MODEL VEHICLES

Total of Header Attachments: 3

Total of All Attachments: 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.	0.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
25100000			

Extended Description :	<p>MV20 - 2020 or latest model vehicle:</p> <p>Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing. If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line. Vendor shall enter pricing into the Exhibit_A Excel pages and must attach with bid.</p>
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**Class 10 - Automobile
Mid-Size Pick Up Extended Cab**

Vendor Name:	WHITESIDE OF ST CLAIRSVILLE
Manufacturer/Brand:	CHEVROLET
Model Name & Number:	COLORADO 12M53

Vendor Contact:	BRIAN MCCULLEY
Phone No.:	800-610-0211
Email:	fleet@whitesides.com

Vehicle Requirements:

Classification:	Mid-Size Pick Up Extended Cab
Drive:	4 Wheel/All wheel with Hi/Lo Range
Passenger seating:	4 minimum (including driver)
Doors:	4, minimum
Wheelbase:	120in., minimum
GVWR:	5400 lbs. min, 6250 lbs. max.
Engine:	Minimum acceptable Engines: Gas: Non-Turbo- 6 cylinder minimum Gas: Turbo - 4 cylinder minimum Diesel: 4 cylinder minimum
Off Road Package:	Includes but not limited to: Limited Slip rear axle, traction lock differential, heavy duty engine cooling, skid plates, heavy duty suspension with gas shocks, tow hooks and all terrain tires.
Tow Package:	Installed Hitch & Wiring
Slush/All weather Mats	Installed on driver and passenger front and second row, except where vinyl floor covering is present.
Bed:	Short, with installed drop-in or spray-in liner.
Sliding rear window:	Not required.

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
G7C	RED
GAN	SILVER
GAZ	WHITE
GBA	BLACK
GDI	KINETIC BLUE
G60	PACIFIC BLUE
GJI	GRAY

Additional Requirements:

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

Vendor Bid Response:				
Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	24	17	\$28,980.00	\$41,617.87
Flex-fuel				
Diesel	28	20	\$34,880.00	\$46,862.14
CNG/Bifuel				
Hybrid				

***Options:**

FOB Dealership: (Deduct)	\$ 50.00
FOB Other than Metro Charleston - Per Mile	\$ 1.00

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

**Class 11 - Automobile
Mid-Size Pick Up Crew Cab**

Vendor Name:	WHITESIDE OF ST CLAIRSVILLE
Manufacturer/Brand:	CHEVROLET
Model Name & Number:	COLORADO 12M43

Vendor Contact:	BRIAN MCCULLEY
Phone No.:	800-610-0211
Email:	fleet@whitesides.com

Vehicle Requirements:

Classification:	Mid-Size Pick Up Crew Cab
Drive:	4 Wheel/All Wheel with High & Low Range
Passenger seating:	4 minimum (including driver)
Doors:	4 full doors, minimum
Wheelbase:	120 in., minimum
GVWR:	5400 lbs. min, 6250 lbs. max.
Engine:	Minimum acceptable Engines: Gas: Non-Turbo- 6 cylinder minimum Gas: Turbo - 4 cylinder minimum Diesel: 4 cylinder minimum
Off Road Package:	Includes but not limited to: Limited Slip rear axle, traction lock differential, heavy duty engine cooling, skid plates, heavy duty suspension with gas shocks, tow hooks and all terrain tires.
Tow Package:	Installed Hitch & Wiring
Bed:	Long bed with drop-in or spray-in bedliner
Sliding Rear Window:	Not Required

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
G7C	RED
GAN	SILVER
GAZ	WHITE
GBA	BLACK
G60	PACIFIC BLUE
GDI	KINETIC BLUE
GJI	GRAY

Additional Requirements:

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

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	24	17	\$30,419.00	\$43,056.87
Flex-fuel				
Diesel	28	20	\$35,919.00	\$47,901.14
CNG/Bifuel				
Hybrid				

***Options:**

FOB Dealership: (Deduct)	\$ 50.00
FOB Other than Metro Charleston - Per Mile	\$ 1.00

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

**Class 1 - Automobile
Compact Sedan or Hatchback**

Vendor Name: Whiteside
Manufacturer/Brand:
Model Name & Number: NO BID

Vendor Contact: BRIAN MCCULLEY
Phone No.: 800-610-0211
Email: fleet@whitesides.com

Vehicle Requirements:

Classification: Compact Sedan or Hatchback
Drive: Front Wheel
Passenger seating: 5 (including driver)
Doors: 4, minimum - 5 maximum
Wheelbase: 104 in., minimum
GVWR: 3,800 lbs. min, 4,000 lbs. max
Engine: 4 cylinder minimum

Additional Requirements:

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

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline				
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

***Options:**

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

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

**Class 2 - Automobile
Mid Size Sedan**

Vendor Name:	WHITESIDE OF ST CLAIRSVILLE	Vendor Contact:	BRIAN MCCULLEY
Manufacturer/Brand:	CHEVROLET	Phone No.:	800-610-0211
Model Name & Number:	MALIBU LS 1ZC69	Email:	fleet@whitesides.com

Vehicle Requirements:

Classification:	Mid Size Sedan
Drive:	Front Wheel
Passenger seating:	5 (including driver)
Doors:	4, minimum
Wheelbase:	107 in., minimum
GVWR:	4,100 lbs. min, 4,650 lbs. max
Engine:	4 cylinder minimum

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
GAN	SILVER
GAZ	WHITE
GB8	BLACK
GJI	GRAY
GLR	DARK CHERRY

Additional Requirements:

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

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	36	29	\$17,600.00	\$25,699.86
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

***Options:**

FOB Dealership: (Deduct)	\$ 50.00
FOB Other than Metro Charleston - Per Mile	\$ 1.00

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

**Class 3 - Automobile
Large Sedan**

Vendor Name:	WHITESIDE OF ST CLAIRSVILLE	Vendor Contact:	BRIAN MCCULLEY
Manufacturer/Brand:	NO BID	Phone No.:	
Model Name & Number:		Email:	

Vehicle Requirements:

Classification:	Large Sedan
Drive:	Front Wheel
Passenger seating:	5 (including driver)
Doors:	4, minimum
Wheelbase:	111 in., minimum
GVWR:	4,900 lbs. min, 5,300 lbs. max
Engine:	4 cylinder minimum

Additional Requirements:

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

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline				
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

***Options:**

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

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

**Class 4 - Automobile
Large Sedan**

Vendor Name:	WHITESIDE OF ST CLAIRSVILLE	Vendor Contact:	
Manufacturer/Brand:	NO BID	Phone No.:	
Model Name & Number:		Email:	

Vehicle Requirements:

Classification:	Large Sedan
Drive:	Rear Wheel
Passenger seating:	5 (including driver)
Doors:	4, minimum
Wheelbase:	111 in., minimum
GVWR:	4,900 lbs. min, 5,300 lbs. max
Engine:	4 cylinder minimum

Additional Requirements:

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

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline				
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

***Options:**

FOB Dealership: (Deduct)	
FOB Other than Metro Charleston - Per Mile	

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

**Class 5 - Automobile
Compact Utility**

Vendor Name:	WHITESIDE OF ST CLAIRSVILLE	Vendor Contact:	BRIAN MCCULLEY
Manufacturer/Brand:	CHEVROLET	Phone No.:	800-610-0211
Model Name & Number:	TRAX LS AWD 1JR76	Email:	fleet@whitesides.com

Vehicle Requirements:

Classification:	Compact Utility
Drive:	4 Wheel/All Wheel
Passenger seating:	5 (including driver)
Doors:	4, minimum
Wheelbase:	100 in., minimum
GVWR:	4350 lbs. min, 5600 lbs. max.
Engine:	4 cylinder minimum

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
G7Q	GRAY
G9K	SATIN STEEL
GAN	SILVER
GAZ	WHITE
GDK	BLACK

Additional Requirements:

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

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	29	24	\$21,215.00	\$31,191.65
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

***Options:**

FOB Dealership: (Deduct)	\$ 50.00
FOB Other than Metro Charleston - Per Mile	\$ 1.00

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

**Class 6 - Automobile
Compact Utility**

Vendor Name:	WHITESIDE OF ST CLAIRSVILLE
Manufacturer/Brand:	CHEVROLET
Model Name & Number:	BLAZER AWD 1NR26

Vendor Contact:	BRIAN MCCULLEY
Phone No.:	800-610-0211
Email:	fleet@whitesides.com

Vehicle Requirements:

Classification:	Compact Utility
Drive:	4 Wheel/All Wheel with High & Low Range
Passenger seating:	5 (including driver)
Doors:	4, minimum
Wheelbase:	102 in., minimum
GVWR:	4350 lbs. min, 5600 lbs. max.
Engine:	4 cylinder minimum
Off Road Package:	Includes but not limited to: Limited Slip rear axle, traction lock differential, heavy duty engine cooling, skid plates, heavy duty suspension with gas shocks, tow hooks and all terrain tires.
Tow Package:	Installed Hitch & Wiring
Slush/All-Weather Mats:	Installed: Driver, Passenger, Cargo Areas

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
GAN	SILVER
G7C	RED
G7Q	GRAY
GAZ	WHITE
GBA	BLACK
GLU	MIDNIGHT BLUE
GPA	GRAPHITE

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

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	25	18	\$36,231.00	\$48,300.44
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

***Options:**

FOB Dealership: (Deduct)	\$ 50.00
FOB Other than Metro Charleston - Per Mile	\$ 1.00

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

**Class 7 - Automobile
Mid Size Utility**

Vendor Name:	WHITESIDE OF ST CLAIRSVILLE	Vendor Contact:	BRIAN MCCULLEY
Manufacturer/Brand:	CHEVROLET	Phone No.:	800-610-0211
Model Name & Number:	TRAVERSE LS AWD 1NV56	Email:	fleet@whitesides.com

Vehicle Requirements:

Classification:	Mid Size Utility
Drive:	4 Wheel/All Wheel
Passenger seating:	5 minimum (including driver)
Doors:	4, minimum
Wheelbase:	109 in., minimum
GVWR:	6100 lbs. min, 7300 lbs. max.
Engine:	6 cylinder minimum

Additional Requirements:

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

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
GAZ	WHITE
GB8	BLACK
GAN	SILVER
G9K	SATIN STEEL

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	25	17	\$28,100.00	\$40,394.12
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

***Options:**

FOB Dealership: (Deduct)	\$ 50.00
FOB Other than Metro Charleston - Per Mile	\$ 1.00

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

**Class 8 - Automobile
Mid Size Utility**

Vendor Name:	WHITESIDE OF ST CLAIRSVILLE
Manufacturer/Brand:	CHEVROLET
Model Name & Number:	TRAVERSE AWD LS

Vendor Contact:	BRIAN MCCULLEY
Phone No.:	800-610-0211
Email:	fleet@whitesides.com

Vehicle Requirements:

Classification:	Mid Size Utility
Drive:	4 Wheel/All Wheel with High and Low Range
Passenger seating:	5 minimum (including driver)
Doors:	4, minimum
Wheelbase:	109 in., minimum
GVWR:	6100 lbs. min, 7300 lbs. max.
Engine:	6 cylinder, Minimum
Off Road Package:	Includes but not limited to: Limited Slip rear, axle traction lock differential, heavy duty engine cooling, skid plates, gas shocks, tow hooks and all terrain tires.
Tow Package:	Installed Hitch & Wiring
Slush/All-Weather Mats:	Installed: Driver, Passenger, Cargo Areas

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
GAZ	WHITE
GB8	BLACK
GAN	SILVER
G9K	SATIN STEEL

Additional Requirements:

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

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	25	17	\$29,100.00	\$41,394.12
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

***Options:**

FOB Dealership: (Deduct)	\$ 50.00
FOB Other than Metro Charleston - Per Mile	\$ 1.00

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

**Class 9 - Automobile
Mini Van**

Vendor Name:	WHITESIDE OF ST CLAIRSVILLE
Manufacturer/Brand:	NO BID
Model Name & Number:	

Vendor Contact:	BRIAN MCCULLEY
Phone No.:	800-610-0211
Email:	fleet@whitesides.com

Vehicle Requirements:

Classification:	Mini Van
Drive:	Front Wheel
Passenger seating:	7 minimum (including driver) Minimum: 1 driver front, 1 passenger front, 1 driver sliding rear, 1 passenger sliding rear, 1 back
Doors:	
Wheelbase:	121 in., minimum
GVWR:	4,300 lbs. min, 6,075 lbs. max.
Engine:	6 cylinder minimum
Passenger AC/Heat rear:	Installed
Side Air bags:	Installed
Slush/All-Weather Mats:	Installed: Driver, Passenger, Cargo Areas

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description

Additional Requirements:

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

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline				
Flex-fuel				
Diesel				
CNG/Bifuel				
Hybrid				

***Options:**

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

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

**Class 10 - Automobile
Mid-Size Pick Up Extended Cab**

Vendor Name:	WHITESIDE OF ST CLAIRSVILLE
Manufacturer/Brand:	CHEVROLET
Model Name & Number:	COLORADO 4WD EXT CAB 12M53

Vendor Contact:	BRIAN MCCULLEY
Phone No.:	800-610-0211
Email:	fleet@whitesides.com

Vehicle Requirements:

Classification:	Mid-Size Pick Up Extended Cab
Drive:	4 Wheel/All wheel with Hi/Lo Range
Passenger seating:	4 minimum (including driver)
Doors:	4, minimum
Wheelbase:	120in., minimum
GVWR:	5400 lbs. min, 6250 lbs. max.
Engine:	Minimum 6 Cylinder for gasoline and Minimum 4 cylinder for diesel
Off Road Package:	Includes but not limited to: Limited Slip rear axle, traction lock differential, heavy duty engine cooling, skid plates, heavy duty suspension with gas shocks, tow hooks and all terrain tires.
Tow Package:	Installed Hitch & Wiring
Slush/All weather Mats	Installed on driver and passenger front and second row, except where vinyl floor covering is present.
Bed:	Short, with installed drop-in or spray-in liner.
Sliding rear window:	Not required.

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
G7C	RED
GAN	SILVER
GAZ	WHITE
GBA	BLACK
GDI	KINETIC BLUE
G60	PACIFIC BLUE
GJI	GRAY

Additional Requirements:

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

Vendor Bid Response:				
Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	24	17	\$28,980.00	\$41,617.87
Flex-fuel				
Diesel	28	20	\$34,880.00	\$46,862.14
CNG/Bifuel				
Hybrid				

***Options:**

FOB Dealership: (Deduct)	\$ 50.00
FOB Other than Metro Charleston - Per Mile	\$ 1.00

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

**Class 11 - Automobile
Mid-Size Pick Up Crew Cab**

Vendor Name:	WHITESIDE OF ST CLAIRSVILLE
Manufacturer/Brand:	CHEVROLET
Model Name & Number:	COLORADO 4WD 12M43

Vendor Contact:	BRIAN MCCULLEY
Phone No.:	800-610-0211
Email:	fleet@whitesides.com

Vehicle Requirements:

Classification:	Mid-Size Pick Up Crew Cab
Drive:	4 Wheel/All Wheel with High & Low Range
Passenger seating:	4 minimum (including driver)
Doors:	4 full doors, minimum
Wheelbase:	120 in., minimum
GVWR:	5400 lbs. min, 6250 lbs. max.
Engine:	Minimum 6 Cylinder for gasoline and Minimum 4 cylinder for diesel
Off Road Package:	Includes but not limited to: Limited Slip rear axle, traction lock differential, heavy duty engine cooling, skid plates, heavy duty suspension with gas shocks, tow hooks and all terrain tires.
Tow Package:	Installed Hitch & Wiring
Bed:	Long bed with drop-in or spray-in bedliner
Sliding Rear Window:	Not Required

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
G7C	RED
GAN	SILVER
GAZ	WHITE
GBA	BLACK
G60	PACIFIC BLUE
GD1	KINETIC BLUE
GJI	GRAY

Additional Requirements:

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

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	24	17	\$30,419.00	\$43,056.87
Flex-fuel				
Diesel	28	20	\$35,919.00	\$47,901.14
CNG/Bifuel				
Hybrid				

***Options:**

FOB Dealership: (Deduct)	\$ 50.00
FOB Other than Metro Charleston - Per Mile	\$ 1.00

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

**Class 12 - Automobile
Standard Pick Up Reg Cab**

Vendor Name: WHITESIDE OF ST CLAIRSVILLE
Manufacturer/Brand: CHEVROLET
Model Name & Number: SILVERADO CC10903

Vendor Contact: BRIAN MCCULLEY
Phone No.: 800-610-0211
Email: fleet@whitesides.com

Vehicle Requirements:

Classification: Standard Pick Up Reg Cab
Drive: Rear Wheel
Passenger seating: 2 minimum (including driver)
Doors: 2, minimum
Wheelbase: 119 in., minimum
GVWR: 6000 lbs. min, 6650 lbs. max.
Engine: 6 cylinder minimum

Additional Requirements:

Drop-in or spray-in bedliner
 The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specification.

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
G7C	RED
G9K	SATIN STEEL
GAO	BLUE
GAN	SILVER
GAZ	WHITE
GBA	BLACK
GJI	GRAY

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	21	16	\$23,900.00	\$38,018.30
Flex-fuel	21	15	\$24,900.00	\$39,304.76
Diesel				
CNG/Bifuel				
Hybrid				

***Options:**

FOB Dealership: (Deduct)	\$ 50.00
FOB Other than Metro Charleston - Per Mile	\$ 1.00

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

**Class 13 - Automobile
Standard Pick Up Reg Cab**

Vendor Name:	WHITESIDE OF STCLAIRSVILLE
Manufacturer/Brand:	CHEVROLET
Model Name & Number:	SILVERADO CK10903

Vendor Contact:	BRIAN MCCULLEY
Phone No.:	800-610-0211
Email:	fleet@whitesides.com

Vehicle Requirements:

Classification:	Standard Pick Up Reg Cab
Drive:	4 Wheel/All wheel with Hi/Lo Range
Passenger seating:	2 minimum (including driver)
Doors:	2, minimum
Wheelbase:	119 in., minimum
GVWR:	6000 lbs. min, 6650 lbs. max.
Engine:	6 cylinder minimum
Additional Requirements:	
Drop-in or spray-in bedliner	
The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specification.	

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
G7C	RED
G9K	SATIN STEEL
GAO	BLUE
GAN	SILVER
GAZ	WHITE
GBA	BLACK
GJI	GRAY

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	20	15	\$27,885.00	\$42,780.83
Flex-fuel	20	15	\$28,585.00	\$43,480.83
Diesel				
CNG/Bifuel				
Hybrid				

***Options:**

FOB Dealership: (Deduct)	\$ 50.00
FOB Other than Metro Charleston - Per Mile	\$ 1.00

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

**Class 14 - Automobile
Standard Pick Up Extended Cab**

Vendor Name:	WHITESIDE OF ST CLAIRSVILLE
Manufacturer/Brand:	CHEVROLET
Model Name & Number:	SILVERADO CK10753

Vendor Contact:	BRIAN MCCULLEY
Phone No.:	800-610-0211
Email:	fleet@whitesides.com

Vehicle Requirements:

Classification:	Standard Pick Up Extended Cab
Drive:	4 Wheel/All wheel with Hi/Lo Range
Passenger seating:	4 minimum (including driver)
Doors:	4, minimum
Wheelbase:	140in., minimum
GVWR:	6275 lbs. min, 7350 lbs. max.
Engine:	Minimum 8 Cylinder for gasoline and Minimum 6 cylinder for diesel
Off Road Package:	Includes but not limited to: Limited Slip rear axle, traction lock differential, heavy duty engine cooling, skid plates, heavy duty suspension with gas shocks, tow hooks and all terrain tires.
Tow Package:	Installed Hitch & Wiring
Slush/All weather Mats	Installed on driver and passenger front and second row, except where vinyl floor covering is present.
Bed:	Short, with installed drop-in or spray-in liner.
Sliding rear window:	Not required.

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
G7C	RED
G9K	SATIN STEEL
GAO	BLUE
GAN	SILVER
GAZ	WHITE
GBA	BLACK
GJI	GRAY

Additional Requirements:

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

Vendor Bid Response:

Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	20	15	\$29,218.00	\$44,113.83
Flex-fuel	18	14	\$29,997.00	\$46,366.05
Diesel				
CNG/Bifuel				
Hybrid				

***Options:**

FOB Dealership: (Deduct)	\$ 50.00
FOB Other than Metro Charleston - Per Mile	\$ 1.00

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

**Class 15 - Automobile
Standard Pick Up Crew Cab**

Vendor Name:	WHITESIDE OF ST CLAIRSVILLE
Manufacturer/Brand:	CHEVROLET
Model Name & Number:	SILVERADO CK10743

Vendor Contact:	BRIAN MCCULLEY
Phone No.:	800-610-0211
Email:	fleet@whitesides.com

Vehicle Requirements:

Classification:	Standard Pick Up Crew Cab
Drive:	4 Wheel/All Wheel with High & Low Range
Passenger seating:	4 minimum (including driver)
Doors:	4 full doors, minimum
Wheelbase:	149 in., minimum
GVWR:	6800 lbs. min, 7350 lbs. max.
Engine:	Minimum 8 Cylinder for gasoline and Minimum 6 cylinder for diesel
Off Road Package:	Includes but not limited to: Limited Slip rear axle, traction lock differential, heavy duty engine cooling, skid plates, heavy duty suspension with gas shocks, tow hooks and all terrain tires.
Tow Package:	Installed Hitch & Wiring
Slush/All weather Mats	Installed on driver and passenger front and second row, except where vinyl floor covering is present.
Bed:	Long bed with drop-in or spray-in bedliner
Sliding Rear Window:	Not Required

Manufacturer's Standard Available Colors	
Standard Color Code	Color Description
G7C	RED
G9K	SATIN STEEL
GAO	BLUE
GAN	SILVER
GAZ	WHITE
GBA	BLACK
GJI	GRAY

Additional Requirements:

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

Vendor Bid Response:				
Vehicle fuel type	EPA HIGHWAY MPG Rating	EPA CITY MPG Rating	Unit Price	Total Life Cycle Cost
Gasoline	20	15	\$31,936.00	\$46,831.83
Flex-fuel	18	14	\$32,936.00	\$49,305.05
Diesel				
CNG/Bifuel				
Hybrid				

***Options:**

FOB Dealership: (Deduct)
FOB Other than Metro Charleston - Per Mile

\$	50.00
\$	1.00

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



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)
10/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

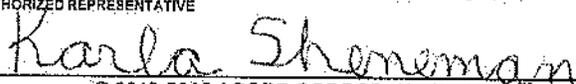
PRODUCER Overmyer Hall Associates 1600 W Lane Ave, Ste 200 Columbus OH 43221	CONTACT NAME: Karla Sheneman PHONE (A/C No. Ext.): 614-453-4400 E-MAIL ADDRESS: ohacertificates@oh-ins.com	FAX (A/C No.): 614-453-9360
	INSURER(S) AFFORDING COVERAGE	
INSURED Whiteside of St. Clairsville, Inc. 50714 National Rd East Saint Clairsville OH 43950	INSURER A: Central Mutual Insurance Companies NAIC # 20230	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES PROD / CUSTOMER ID: WHIT0FS-01 **CERTIFICATE #:** 494090958 **REVISION #:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRER AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS		GP 9774304	5/1/2019	5/1/2020	AUTO ONLY (Ea accident) \$ OTHER THAN AUTO ONLY EA ACCIDENT \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input type="checkbox"/> GARAGE KEEPERS LIABILITY <input type="checkbox"/> LEGAL LIABILITY <input checked="" type="checkbox"/> DIRECT BASIS <input checked="" type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS	Y	CLP 9774303	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> COMP / OTC LOC 1 \$ 500,000 <input type="checkbox"/> SPECIFIED PERILS LOC 2 \$ 250,000 <input checked="" type="checkbox"/> COLLISION LOC 3 \$ 800,000 LOC \$
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. JECT. <input type="checkbox"/> LOC OTHER:		CLP 9774303	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEQ <input checked="" type="checkbox"/> RETENTION \$ 0		CXS 9774305	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The State of West Virginia is Additional Insured per attached Auto Liability Blanket Additional Insured endorsement 3-2807 03-15. Subject to signed written contract, policy terms, conditions, and exclusions.

CERTIFICATE HOLDER State of West Virginia ATTN: Mark Atkins, Senior Buyer Purchasing Division, Bldg. 15 2019 Washington Street East Charleston WV 25305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO DEALERS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

This endorsement amends the policy by adding the following. Please read each section carefully.

LIABILITY COVERAGES

Additional Insured - Automatic Status
 Additional Persons Insured
 Broad Form Products Coverage
 Customer Complaint Legal Defense Coverage
 Employee Benefits Liability Coverage
 Fellow Employee Coverage
 Fire, Sprinkler Leakage, or Explosion
 Location General Aggregate Limit
 Newly Acquired or Formed Organizations
 Non-Owned Watercraft or Aircraft
 Notice of Occurrence, Knowledge of Occurrence, Unintentional Omission
 Prior Damage Disclosure Acts, Errors or Omissions
 Reasonable Force Expansion - Property Damage
 Supplementary Payments - Higher Limit
 Vehicle Damage to Leased Property
 Waiver of Transfer of Rights of Recovery Against Others To Us

PHYSICAL DAMAGE COVERAGES

Audio, Visual and Data Electronic Equipment Coverage Increased Limit
 Dealers Drive-Away Collision Coverage
 Employees' Tools
 Economic Loss
 False Pretense Coverage
 Increased Limits at Other Than Scheduled Locations
 Limits of Insurance - Valuation Provisions
 Paintless Dent Repair

These modifications are subject to the terms and conditions applicable to coverage in the policy except as provided below.

If the Declarations or Change Endorsement shows a Covered Auto Symbol for Covered Autos LIABILITY COVERAGE, the following changes apply:

A. ADDITIONAL INSURED - AUTOMATIC STATUS

(not applicable to Employee Benefits Liability Coverage)

1. **SECTION I - COVERED AUTOS COVERAGES**, paragraph D.2. **Who Is An Insured**, **SECTION II - GENERAL LIABILITY COVERAGES**, paragraph D. **Who Is An Insured**, and **Section III - ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGE**, paragraph C. **Who Is An Insured** are amended to include as an "insured" any person or organization (called additional "insured") whom you are required to add as an additional "insured" on this policy under a written contract, permit or agreement that is:
 - a. Currently in effect or becoming effective during the term of this policy; and
 - b. Executed prior to the "bodily injury", "property damage", "personal and advertising injury" or "act, error or omission".
2. The Limits of Insurance applicable to the additional "insured" are those specified in the written contract or agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive, and not in addition to, the Limits of Insurance shown in the Declarations.
3. As respects the Additional Insured - Automatic Status coverage (not applicable to Employee Benefits Liability Coverage) provided under this endorsement, the following is added to **SECTION IV - CONDITIONS**, paragraph B.5 **Other Insurance**:

Other Insurance - Excess Insurance

This insurance is excess over any other valid and collectible insurance available to the additional "insured" whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be either primary or primary and non-contributing. Where required by contract, we will consider any other insurance maintained by the additional "insured" for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

B. ADDITIONAL PERSONS INSURED

SECTION I - COVERED AUTOS COVERAGES, paragraph D.2. **Who Is An Insured**, **SECTION II - GENERAL LIABILITY COVERAGES**, paragraph D. **Who Is An Insured**, and **SECTION III - ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGE**, paragraph C. **Who Is An Insured** are amended to include the following:

If you are a partnership, the spouse of a partner is an "insured" with respect to the conduct of your "auto dealer operations".

C. SUPPLEMENTARY PAYMENTS - HIGHER LIMIT

Item D.3.a.(4) of the **Supplementary Payments** provisions of **SECTION I - COVERED AUTO COVERAGES**, Item E.3. of **SECTION II - GENERAL LIABILITY COVERAGES**, and Item D.3. of **SECTION III - ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGES** are replaced by the following:

3. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$400 a day because of time off from work.

D. FELLOW EMPLOYEE COVERAGE

The **Fellow Employee Exclusion** contained under the **Covered Autos Liability Coverage** does not apply.

E. EMPLOYEE BENEFITS LIABILITY COVERAGE

The following is added to **SECTION II - GENERAL LIABILITY COVERAGES**:

1. Insuring Agreement

- a. We will pay those sums that the "insured" becomes legally obligated to pay as damages because of any act, error or omission of the "insured," or of any other person for whose acts the "insured" is legally liable, to which this insurance applies. We will have the right and duty to defend the "insured" against any "suit" seeking those damages. However, we will have no duty to defend the "insured" against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:



1. The amount we will pay for damages is limited as described below in Employee Benefits Liability Coverage Section II.F. - Limits of Insurance - General Liability Coverages; and
2. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to damages only if:
 1. The act, error or omission is negligently committed in the "administration" of your "employee benefit program";
 2. The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and
 3. The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any "insured," including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any "claim" or "suit" based upon:

1. Failure of any investment to perform;
2. Errors in providing information on past performance of investment vehicles; or
3. Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Damages arising out of any "claim" related to any workers compensation; unemployment compensation insurance, social security or disability benefits or any similar law.

g. ERISA

Damages for which the "insured" is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the "insured," from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

1. Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or
2. Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

SECTION II - paragraph D. Who Is An Insured, is replaced by the following for Employee Benefits Liability Coverage:

D. Who Is An Insured

The following are "insureds" for Employee Benefits Liability Coverage:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program."
- b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an "insured" if there is no other similar insurance available to that organization. However:
 - 1) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - 2) Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION II - paragraph F. Limit Of Insurance - General Liability Coverages is replaced by the following for the Employee Benefits Liability Coverage:

1. The Limit of Insurance shown below and the rules below fix the most we will pay regardless of the number of:
 - a. "insureds";
 - b. "Claims" made or "suits" brought;
 - c. Persons or organizations making "claims" or bringing "suit";
 - d. Acts, error or omissions
 - e. Benefits included in your "employee benefit program."
2. \$2,000,000 is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."
3. Subject to the above limit, \$1,000,000 is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - a. An act, error or omission; or
 - b. A series of acts, errors or omissionsnegligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."



The Limits of Insurance of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

As respects insurance provided by Employee Benefits Liability Coverage, Section II - General Liability Coverages is amended to add the following:

G. Deductible

- a. Our obligation to pay damages on behalf of the "insured" applies only to the amount of damages in excess of \$1,000. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
 - i. Our right and duty to defend any "suits" seeking those damages; and
 - ii. Your duties, and the duties of any other involved "insured," in the event of an act, error or omission, "claim" or "suit"
 apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, paragraph A.2. and B.5. are replaced by the following for the Employee Benefits Liability Coverage:

A. Loss Conditions

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:
 1. What the act, error or omission was and when it occurred; and
 2. The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any "insured," you must:
 1. Immediately record the specifics of the "claims" or "suit" and the date received; and
 2. Notify us as soon as practicable.
 You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved "insured" must:
 1. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 2. Authorize us to obtain records and other information;
 3. Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 4. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of an act, error or omission to which this insurance may also apply.

- d. No "insured" will, except at the "insured's" own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

B. General Conditions:

5. Other Insurance

If other valid and collectible insurance is available to the "insured" for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance:

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance:

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional "insured."

When this insurance is excess, we will have no duty to defend the "insured" against any "suit" if any other insurer has a duty to defend the "insured" against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the "insured's" rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in absence of this insurance; and
2. The total of all deductible and self- "insured" amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:

- a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and



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beneficiaries, for damages as the result of an act, error or omission.

4. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
5. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;
 - c. Unemployment insurance, social security benefits, workers compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans, transportation and health club subsidies.
6. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

SECTION V - DEFINITIONS - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

F. BROAD FORM PRODUCTS COVERAGE

Paragraph A. **Bodily Injury And Property Damage Liability** of **SECTION II - GENERAL LIABILITY COVERAGES** is changed as follows:

Exclusion 2.h. **Defective Products** does not apply. However, subject to the General Liability Bodily Injury And Property Damage Liability Each "Accident" Limit, the coverage only applies to that amount of "property damage" to your "products" that exceeds \$500 for any one "accident".

G. NON-OWNED WATERCRAFT OR AIRCRAFT

Exclusion g. **Aircraft, Auto Or Watercraft** in **SECTION II - GENERAL LIABILITY COVERAGES** does not apply to:

1. Watercraft you do not own that is less than 60 feet long, or
2. Aircraft you do not own, provided it is not operated by any insured.

H. FIRE, SPRINKLER LEAKAGE, OR EXPLOSION

1. **SECTION II - GENERAL LIABILITY COVERAGES** is amended as follows:

- a. The last paragraph of 2. **Exclusions** under **A. Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through o. do not apply to damage by fire, sprinkler leakage or explosion to premises

while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph **F. Limits of Insurance - General Liability Coverages**.

But the Limit for Damage to Premises Rented To You shown in the Declaration will apply to all damage proximately caused by the same event, whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

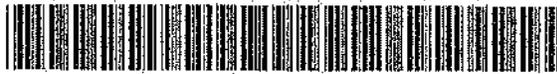
- b. Paragraph **F. Limits of Insurance - General Liability Coverages** is amended to replace paragraph 5. with the following:

5. Subject to Paragraph 4. above, the Damage To Premises Rented To You Limit is the most we will pay under Paragraph **A. Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, sprinkler leakage, or explosion, while rented to you or temporarily occupied by you with permission of the owner.
2. The Damage to Premises Rented To You Limit is \$300,000 unless a higher limit is shown on the declaration or change endorsement.
3. SECTION IV - CONDITIONS is amended as follows:
The term "fire" in Paragraph B.5.(e) is replaced by "fire, sprinkler leakage, or explosion"
4. SECTION V - DEFINITIONS is amended as follows:
The term "fire" in Paragraph N is replaced by "fire, sprinkler leakage, or explosion"

I. LOCATION GENERAL AGGREGATE LIMIT

Section II - **General Liability Coverages** is amended as follows:

1. For all sums the "insured" legally must pay as damages caused by "accidents" under Paragraph **A. Bodily Injury And Property Damage Liability** and for all medical expenses caused by "accidents" under Paragraph **C. Locations And Operations Medical Payments**, which can be attributed only to "auto dealer operations" at a single "location" shown in the Schedule above:
 - a. A separate Location General Liability Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Liability Aggregate Limit shown in the Declarations.
 - b. The Location General Liability Aggregate Limit is the most we will pay for the sum of all damages under Paragraph **A. Bodily Injury And Property Damage Liability**, except damages because of "bodily injury" and "property damage" that are both:
 - (1) Sustained away from locations owned, maintained or used for your "auto dealer operations" and
 - (2) Arising out of your "products" or "work you performed"and for medical expenses under Paragraph **C. Locations And Operations Medical Payments**, regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits".
 - c. Any payments made under Paragraph **A. Bodily Injury And Property Damage Liability** for damages or under Paragraph **C. Locations And Operations Medical Payments** for medical expenses shall reduce the Location General Liability Aggregate Limit for that "location". Such payments shall not reduce the General Liability Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Liability Aggregate Limit for any other "location".
 - d. The limits shown in the Declarations for General Liability Bodily Injury And Property Damage Liability Each "Accident", Damage To Premises Rented To You and Locations And Operations Medical Payments continue to apply. However, instead of being subject to the General Liability Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.
2. For all sums the "insured" legally must pay as damages or under Paragraph **A. Bodily Injury And Property Damage Liability** and for all medical expenses caused by "accidents" under Paragraph **C.**



Locations And Operations Medical Payments, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

- a. Any payments made under Paragraph A. for damages or under Paragraph C. for medical expenses shall reduce the amount available under the General Liability Aggregate Limit or the Products And Work You Performed Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce any Location General Liability Aggregate Limit.
3. When coverage for liability arising out of "bodily injury" and "property damage" that are both:
- a. Sustained away from locations owned, maintained or used for your "auto dealer operations" and
 - b. Arising out of your "products" or "work you performed"

is provided, any payments for damages because of "bodily injury" or "property damage" sustained away from locations owned, maintained or used for your "auto dealer operations" and arising out of your "products" or "work you performed" will reduce the Products And Work You Performed Aggregate Limit, and not reduce the General Liability Aggregate Limit nor the Location General Liability Aggregate Limit.

4. For the purposes of this endorsement, **Section V - Definitions** is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

5. The provisions of Paragraph F. **Limits Of Insurance - General Liability Coverages** not otherwise modified by this endorsement shall continue to apply as stipulated.

J. REASONABLE FORCE EXPANSION - PROPERTY DAMAGE

Exclusion 2.a. of SECTION II - GENERAL LIABILITY COVERAGES is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

K. VEHICLE DAMAGE TO LEASED PROPERTY

The following coverage is added to **SECTION II - GENERAL LIABILITY COVERAGES**:

This endorsement insures direct physical loss by "vehicle damage" to property leased by the "insured." The property shall consist principally of buildings, fixtures, machinery, pumps and tanks and outdoor equipment, all pertaining to the maintenance, service or occupancy of the premises designated in the Declarations while at such premises.

The most we will pay for each "occurrence" of "property damage" is **\$100,000**.

Definitions - With respect to the insurance provided by this coverage, the following definitions are added:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

"Vehicle Damage" means only direct loss by actual physical contact between land vehicles and the insured property or buildings containing the insured property, but excluding loss to any vehicle including its contents.

Deductible - **\$500** shall be deducted from the amount of loss in any one occurrence.

If a loss is covered under this endorsement and also covered under insurance provided elsewhere in this policy or another policy issued to you by us or any company affiliated with us, the loss amounts will be combined for purposes of applying a deductible and only the largest of the applicable deductibles will apply.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

In **SECTION IV - CONDITIONS**, paragraph A.5. **Transfer of Rights of Recovery Against Others To Us**, is amended by the addition of the following:

We waive the right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or the ownership, maintenance or use of a covered auto. This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

M. NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION

The following is added to paragraph A.2. Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in SECTION IV - CONDITIONS:

d. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

e. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

f. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

N. PRIOR DAMAGE DISCLOSURE ACTS, ERRORS OR OMISSIONS

SECTION V - DEFINITIONS is amended to replace the definition of "act, error or omissions" with the following:

B. "Act, error or omission" means any actual or alleged negligent "act, error or omission" committed by an "insured" in the course of your "auto dealer operations" arising:

1. Out of an "insured's" failure to comply with any local, state or federal law or regulation concerning the disclosure of credit or lease terms to consumers in connection with the sale or lease of an "auto" in your "auto dealer operations", including, but not limited to, the Truth In Lending and Consumer Leasing Acts;
2. Out of an "insured's" failure to comply with any local, state or federal law or regulation concerning the disclosure of accurate odometer mileage to consumers in connection with the sale or lease of an "auto" in your "auto dealer operations";
3. In an "insured's" capacity as an insurance agent or broker in the offering, placement or maintenance of any "auto" physical damage, auto loan/lease gap, credit life or credit disability insurance sold in connection with the sale or lease of an "auto" in your "auto dealer operations", but only if the "insured" holds a valid insurance agent or broker license at the time the "act, error or omission" is committed, in the jurisdiction in which your "auto dealer operations" is located, if required to do so by such jurisdiction;
4. Out of a defect in title in connection with the sale or lease of an "auto" in your "auto dealer operations"; and
5. Out of the "insured's" failure to comply with any local, state or federal law or regulation concerning the disclosure of prior damage in connection with the sale or lease of an "auto" in your "auto dealer operations".

O. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The Who Is An Insured provisions in SECTION II - GENERAL LIABILITY COVERAGES and SECTION III - ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGES are amended as follows:



The 90 day limitation for any "auto" dealership that is acquired or formed by you is changed to 180 days.

P. Customer Complaint Legal Defense Coverage

The following coverage is added to SECTION II – GENERAL LIABILITY COVERAGES:

1. Coverage

- a. We will pay for "defense expenses" incurred to defend an "insured" against a "customer complaint" to which this insurance applies. We will have the duty to defend any "insured" against a "customer complaint". However, we will have no duty to defend an "insured" against any "customer complaint" to which this insurance does not apply. We may investigate and, with your written consent, settle any "customer complaint" as we consider appropriate. However:
 1. The amount we will pay for "defense expenses" is limited as described in Paragraph 3. Limit of Insurance; and
 2. Coverage for "defense expenses" ends when the applicable Limit of Insurance shown in the Schedule has been exhausted.
- b. No other obligation to pay sums such as:
 - i. Prejudgment or post-judgment interest;
 - ii. Punitive damages;
 - iii. Civil or criminal fines; or
 - iv. Penalties imposed by law

imposed on the "insured" is covered unless explicitly provided for in the definition of "defense expenses" contained in Paragraph 6. b. 2. of this endorsement.
- c. This insurance applies only if the "customer complaint" is made within the coverage territory and during the policy period in accordance with Paragraph 1.d.
- d. A "customer complaint" will be deemed to have been made when notice of such "customer complaint" is received and recorded by any "insured" or by us, whichever comes first. A "customer complaint" received and recorded by the "insured" within 30 days after the end of the policy period will be considered to have been made within the policy period, if no subsequent insurance is available to cover "defense expenses" associated with such "customer complaint".
- e. All "customer complaints" arising out of the sale, service or repair of the same "auto" will be deemed to have been made at the time the first of those "customer complaints" is made against any "insured".

2. Exclusions

- a. This insurance does not apply to "defense expenses" incurred as a result of "customer complaints" arising out of:
 1. Accidents, Personal And Advertising Injury, Acts, Errors or Omissions And Loss
 - a. An "accident";
 - b. "Personal and advertising injury"
 - c. "Acts, errors or omissions"; or
 - d. "Loss" to an "auto" while the "insured" is attending, servicing, repairing, parking or storing it in your "auto dealer operations".
 2. Criminal, Fraudulent, Malicious, Dishonest Or Intentional Acts

Any criminal, fraudulent, malicious, dishonest or intentional act, error or omission by an "insured", including the willful or reckless violation of any law or regulation. However, this exclusion does not apply to any "insured" who did not:

 - a. Personally commit;

- b. Personally participate in;
- c. Personally acquiesce to; or
- d. Remain passive after having knowledge of;
any such act, error, or omission.

3. Product Recall

The loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

4. Mechanical Breakdown Or Warranty Agreements

Any obligation under a warranty or mechanical breakdown agreement.

- b. This insurance does not apply to the payment of judgments or settlements.

3. Who Is An Insured

The following are "insured's" for Customer Complaint Legal Defense Coverage:

- a. You.
- b. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "auto dealer operations".
- c. Your members, if you are a limited liability company, but only with respect to the conduct of your "auto operations". Your managers are also "insured's", but only with respect to their duties as your managers.
- d. Your executive officers and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insured's", but only with respect to their liability as stockholders.
- e. Your "employees", other than either your executive officers (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing duties related to the conduct of your "auto dealer operations".
- f. Any "auto" dealership that is acquired or formed by you, other than a partnership or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that "auto" dealership. However:
 - i. Coverage under this provision is afforded only until the 90th day after you acquire or form the "auto" dealership or the end of the policy period, whichever is earlier; and
 - ii. Coverage does not apply to "customer complaints" that were first made before you acquired or formed the "auto" dealership.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or limited liability company that is not shown as a Named Insured in the Declarations.

4. Limit Of Insurance

- a. Regardless of the number of:
 - 1. "Insureds";
 - 2. "Customer complaints"; or
 - 3. Persons or organizations bringing "customer complaints";

the Customer Complaint Legal Defense Aggregate Limit is \$50,000. This is the most we will pay for all "defense expenses" because of "customer complaints" covered under this endorsement.



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- b. Subject to the Customer Complaint Legal Defense Aggregate Limit described in Paragraph 4.a., \$25,000 is the most we will pay for the sum of all "defense expenses" because of any one "customer complaint".
- c. All "customer complaints" arising out of the sale, service or repair of the same "auto" will be considered one "customer complaint" for the purposes of determining the "Per Customer Complaint" Legal Defense Limit.
- d. The Customer Complaint Legal Defense Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Customer Complaint Legal Defense Aggregate Limit.

5. Changes In Conditions

For the purposes of the coverage provided by this endorsement, Section IV -- Conditions is amended as follows:

- a. The Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions Condition is replaced by the following:

Duties In The Event Of Customer Complaint

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- 1. In the event of a "customer complaint", you must:
 - a. Immediately record the specifics of the "customer complaint" and the date received; and
 - b. Notify us, in writing, as soon as practicable.
- 2. Additionally, you and any other involved "insured" must:
 - a. Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - b. Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the "customer complaint";
 - c. Cooperate with us in the investigation or settlement of the "customer complaint" or defense against the "customer complaint".
 - d. Authorize us to obtain records and other pertinent information.
- b. The Other Insurance Condition is replaced by the following:

Other Insurance

This Insurance is excess over any other collectible insurance providing "defense expenses" for "customer complaints".
- c. The Policy Period, Coverage Territory Condition is replaced by the following:

Policy Period, Coverage Territory

The coverage territory is:

 - 1. The United States of America;
 - 2. The territories and possessions of the United States of America
 - 3. Puerto Rico; and
 - 4. Canada

- d. The following condition is added:

Transfer Of Duties When The Limit Of Insurance Is Exhausted

1. If we defend the "insured" against a "customer complaint" and we conclude that, based on "customer complaints" which have been reported to us and to which this insurance may apply, the Per Customer Complaint Legal Defense Limit or Customer Complaint Legal Defense Aggregate Limit is likely to be exhausted by the payment of "defense expenses", we will notify the first Named Insured, in writing, to that effect.
2. When the Per Customer Complaint Legal Defense Limit or Customer Complaint Legal Defense Aggregate Limit has actually been exhausted in the payment of "defense expenses", we will:
 - a. Notify the first Named Insured in writing, as soon as practicable, that the applicable Limit of Insurance has actually been exhausted, and that our duty to defend the "insured" against any "customer complaint" has ended;
 - b. Initiate, and cooperate in, the transfer of control to any appropriate "insured", of all "customer complaints" for which the duty to defend has ended for the reason described in Paragraph 5.d.2. and which are reported to us before that duty to defend ended; and
 - c. Take such steps, as we deem appropriate, to continue the defense of such "customer complaints" until such transfer is completed, provided the appropriate "insured" is cooperating in completing such transfer.
3. When the Per Customer Complaint Legal Defense Limit or Customer Complaint Legal Defense Aggregate Limit has actually been exhausted by the payment of "defense expenses", the first Named Insured, and any other "insured" involved in a "customer complaint" subject to these limits, must:
 - a. Cooperate in the transfer of control of "customer complaints"; and
 - b. Arrange for the defense of such "customer complaint" within such time period as agreed to between the appropriate "insured" and us. Absent any such agreement, arrangements for the defense of such "customer complaint" must be made as soon as practicable.
4. The first Named Insured will reimburse us as soon as practicable for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph 5.d.2. The duty of the first Named Insured to reimburse us will begin on:
 - a. The date on which the Limit of Insurance is used up, if we sent notice in accordance with Paragraph 5.d.1.; or
 - b. The date on which we sent notice in accordance with Paragraph 5.d.2., if we did not send notice in accordance with Paragraph 5.d.1.
5. The exhaustion of the Per Customer Complaint Legal Defense Limit or Customer Complaint Legal Defense Aggregate Limit by the payment of "defense expenses" and the resulting end of our duty to defend will not be affected by our failure to comply with any of the provisions of this condition.

6. Definitions

For the purposes of the coverage provided by this endorsement:

- a. The definition of "suit" contained in Section V – Definitions is replaced by the following:

"Suit" means a civil proceeding in which damages because of a "customer complaint" to which this insurance applies are claimed.

"Suit" includes:

 1. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent;
 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.
- b. The following definitions are added:



1. "Customer complaint" means a claim or "suit" made by or on behalf of your customer for damages as the result of the sale, service or repair of an "auto" in your "auto dealers operations".
2. "Defense expenses" means payments allocated to a specific "customer complaint" we investigate or defend, including:
 - a. All expenses we incur.
 - b. All reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of the "customer complaint", including actual loss of earnings up to \$250 a day because of time off from work.
 - c. All court costs taxed against the "insured" in any "customer complaint" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

If the Declarations or Change Endorsement shows a Covered Auto Symbol for PHYSICAL DAMAGE COMPREHENSIVE COVERAGE, the following changes apply:

A. DEALERS DRIVE-AWAY COLLISION COVERAGE

Paragraph F. Physical Damage Coverage of SECTION I COVERED AUTOS COVERAGES is changed as follows:

Exclusion 3.d.(3) does not apply.

B. EMPLOYEES' TOOLS

The following is added to SECTION I - COVERED AUTO COVERAGES, F. PHYSICAL DAMAGE COVERAGE:

Coverage

We will pay for direct physical "loss" caused by a covered cause of "loss" to tools and equipment owned by your employees.

Coverage Limitations

We only cover tools and equipment owned by your "employees" while:

1. at a premises that you own or operate; or
2. used in connection with your "auto dealer operations."

Covered Cause of Loss

We cover risks of direct physical "loss" unless the "loss" is limited or caused by a peril that is excluded.

Exclusions

1. We do not pay for "loss" caused directly or indirectly by one or more of the following excluded causes or events. Such "loss" is excluded regardless of other causes or events that contribute to or aggravate the "loss," whether such causes or events act to produce the "loss" before, at the same time as, or after the excluded causes or events.
 - a. Civil Authority - We do not pay for "loss" caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property. We do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.
 - b. Nuclear Hazard -- We do not pay for "loss" caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). "Loss" caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct "loss" by fire resulting from the nuclear hazard is covered.
 - c. War and Military Action - We do not pay for "loss" caused by:

1. war, including undeclared war or civil war; or
2. a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
3. insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

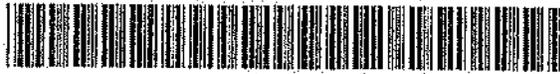
With regard to any action that comes within the terms of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

2. We do not pay for "loss" that is caused by or results from one or more of the following:
 - a. Contamination or Deterioration - We do not pay for "loss" caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.
 - b. Criminal, Fraudulent, Dishonest or Illegal Acts - We do not pay for "loss" caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:
 1. you;
 2. others who have an interest in the property;
 3. others to whom you entrust the property;
 4. your partners, officers, directors, trustees, joint ventures, or your members or managers if you are a limited liability company; or
 5. the employees or agents of 1., 2., 3., or 4. above, whether or not they are at work.

This exclusion does not apply to acts of destruction by your employees if not the owner of the damaged property, but we do not pay for theft by employees.
 - c. Loss of Use - We do not pay for "loss" caused by or resulting from loss of use, delay, or loss of market.
 - d. Mechanical Breakdown - We do not pay for "loss" caused by any mechanical, structural, or electrical breakdown or malfunction including a breakdown or malfunction resulting from a structural, mechanical, or reconditioning process.
 - e. Missing Property - We do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.
 - f. Pollutants - We do not pay for "loss" caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants."
 - g. Temperature/Humidity - We do not pay for "loss" caused by dryness, dampness, humidity, or changes in or extremes of temperature.
 - h. Voluntary Parting - We do not pay for "loss" caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
 - i. Wear and Tear - We do not pay for "loss" caused by wear and tear, marring, or scratching.
 - j. Theft From an Unattended Vehicle - We do not pay for "loss" caused by theft from an unattended vehicle except when it is securely locked and its windows are fully closed. We do cover "loss" caused by theft only when there is visible evidence that entry into the vehicle is forced.

Valuation

The value of covered property will be based on the actual cash value at the time of the "loss" (with a deduction for depreciation).

**Deductible**

We pay only that part of a "loss" that exceeds \$250 in any one occurrence.

Limit

1. The most we will pay for "loss" to any one employee tool is \$1,000.
2. Subject to a., the most we will pay for "loss" to all tools in any one occurrence is \$2,500.

C. FALSE PRETENSE COVERAGE

Paragraph F. Physical Damage Coverage of SECTION I - COVERED AUTOS COVERAGES is changed as follows:

1. The following is added:
 - a. Any "auto" you have acquired is a covered "auto" under False Pretense Coverage.
 - b. We will pay for "loss" to a covered "auto" under False Pretense Coverage caused by:
 - (1) Someone causing you to voluntarily part with the covered "auto" by trick or scheme or under false pretenses.
 - (2) Your acquiring an "auto" from a seller who did not have legal title.
2. Paragraph F.3. Exclusions is changed as follows:
 - a. The False Pretense Exclusion does not apply.
 - b. The following exclusions are added:
 - (1) The insurance under Paragraph 1.b.(1) of this endorsement does not apply unless:
 - (a) You had legal title to, or consignment papers for, the covered "auto" prior to "loss" and
 - (b) You make every effort to recover the covered "auto" when it is located.
 - (2) False Pretense Coverage does not apply to a loss which, for any reason, a bank or any other drawee fails to pay.
3. Paragraph F.4. Limits of Insurance is change by adding the following:

Under False Pretense Coverage, the most we will pay for all "loss" caused by any one person within any one year of the policy period is \$150,000.
4. Paragraph F.5. Deductible is changed by adding the following:

From our obligation under False Pretense Coverage, we will deduct the actual value of any property delivered to you in full or partial payment for title to or possession of a covered "auto".
5. The following is added to the Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions Condition:

You, or someone on your behalf, must take all reasonable steps to cause a warrant to be issued, as soon as practicable, for the arrest of anyone causing a "loss" defined within the False Pretense Coverage. Failure to cause such warrant to be issued as required by this condition shall not invalidate any claim made by you, if it is shown that reasonable efforts were made.

D. INCREASED LIMITS AT OTHER THAN SCHEDULED LOCATIONS

Under Item Six of the Declarations, Our Limit of Insurance For Loss At Locations Other Than Those Stated In Item Three is:

- \$500,000 for Additional Locations Where You Store Covered Autos
- \$100,000 in Transit

E. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE INCREASED LIMIT

Paragraph F. Physical Damage Coverage of SECTION I - COVERED AUTOS COVERAGES is changed as follows:

The sublimit in Paragraph 4.a.(2) of the Limits Of Insurance provision is increased to \$2,500.

F. ECONOMIC LOSS

The following is added to Section I - COVERED AUTO COVERAGES, F. Physical Damage Coverage:

3. Exclusions e. is removed and replaced with:

We will not pay for "loss" to a covered "auto" due to "diminution in value" unless a covered "auto" meets all of the following conditions:

1. It is of the private passenger type or truck of 10,000 pounds gross vehicle weight or less;
2. It is covered under blanket collision coverage;
3. the cost to repair the vehicle exceeds 10% of the actual dealer cost;
4. its odometer reading is 6,000 miles or less at the time of loss;
5. it is categorized as either a new vehicle or demonstrator;
6. it has not been previously registered or titled; and
7. it is not able to be repaired by way of paintless dent repair.

The most we will pay for any such loss will be the lesser of 10% of the actual cash value of the "auto" or \$2,500.

G. LIMITS OF INSURANCE -- VALUATION PROVISION

The following is removed from Section I - COVERED AUTO COVERAGES, F. Physical Damage Coverage:

4. Limits of Insurance, d. (3) Non-reporting Premium Basis is removed and replaced with:

If when "loss" occurs, the total value of your covered "autos" exceeds the Limit of Insurance shown in the Declarations or Change endorsement, we will pay no more than that limit.

H. PAINTLESS DENT REPAIR

The following is added to Section IV -- CONDITIONS, A. Loss Conditions:

Item 4. a. Loss Payment -- Physical Damage Coverages is removed and replaced with:

Pay for, repair or replace damaged or stolen property. If paintless dent repair is used to repair 100% of the damage, the each covered "auto" deductible for Comprehensive or Specified Causes of Loss Coverage is reduced by \$250.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC200000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

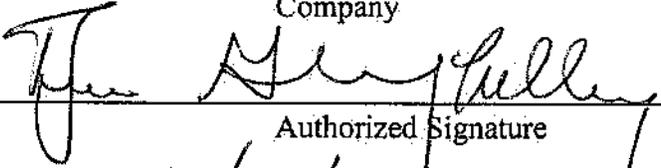
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

WHITESIDE OF ST. CLAIRSVILLE INC
50714 National Road
St. Clairsville, OH 43950

Company



Authorized Signature

10/17/19

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 10/01/2019

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: October 09, 2019 due by 2:00 pm EDT

Submit Questions to: Mark Atkins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Mark.A.Atkins@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: MV20 - 2020 OR LATEST MODEL VEHICLE
BUYER: Mark Atkins, File #42
SOLICITATION NO.: CRFQ 0212 SWC2000000002
BID OPENING DATE: 10/18/2019
BID OPENING TIME: 1:30 pm EDT
FAX NUMBER: 304-558-3970

Revised 10/01/2019

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: **October 18, 2019 at 1:30 pm EDT**

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

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

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the

Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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: **Initial Contract Term:** This Contract becomes effective on Upon Award 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 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 One (1) 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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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. 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 below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

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 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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy 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 or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 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.

Garage Keepers Insurance in at least an amount of \$1,000,000.00 per occurrence will be accepted in lieu of the Commercial General Liability Insurance.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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:

5% (.005) of Purchase Order Total assessed daily for orders not completed in full beyond 120 calendar days after received order.

Liquidated Damages Contained in the Specifications Section 6.2 Late Delivery.

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: 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. 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 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.

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 with regard to 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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 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.

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 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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"), provided that both the Other Government Entity and the Vendor agree. 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. 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.acquisitions@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.

Revised 10/01/2019

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 of 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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.

BRIAN G McColley The Gungully Freez Man
(Name, Title)

BRIAN G McColley Freez Man
(Printed Name and Title)

WHITESIDE OF ST. CLAIRSVILLE INC
50714 National Road

(Address) St. Clairsville, OH 43950

800-610-0211 740-695-1756 FAX
(Phone Number) / (Fax Number)

Freez@whitesides.com
(email address)

CERTIFICATION AND SIGNATURE: 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.

WHITESIDE OF ST. CLAIRSVILLE INC
50714 National Road
St. Clairsville, OH 43950

(Company)

The Gungully Freez Man
(Authorized Signature) (Representative Name, Title)

BRIAN G McColley Freez Man
(Printed Name and Title of Authorized Representative)

10/17/19
(Date)

800-610-0211 740-695-1756 FAX
(Phone Number) (Fax Number)

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REQUEST FOR QUOTATION
MV20 – 2020, or latest model year, Motor Vehicles

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of all state agencies and political subdivisions to establish an open-end contract for 2020, or latest model year, motor vehicles – Class 1-15.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“CNG/ Bi-fuel motor vehicle”** means a motor vehicle that can operate on either an alternative - Certified Natural Gas or conventional fuel based on driver selection.
 - 2.2 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.3 **“E85”** means an alternative fuel that is a high-level gasoline-ethanol blend containing 51% to 83% ethanol, depending on geography and season.
 - 2.4 **“EPA City MPG Rating”** means the Environmental Protection Agency’s official Mile Per Gallon evaluation of a vehicles’ city fuel economy for a given fuel type.
 - 2.5 **“EPA Highway MPG Rating”** means the Environmental Protection Agency’s official Mile Per Gallon evaluation of a vehicles’ highway fuel economy for a given fuel type. Vendors must use the *2020 Fuel Economy Guide*, for vehicle specific ratings which can be found at <http://www.fueleconomy.gov/feg/printGuides.shtml>
 - 2.6 **“EPA”** means Environmental Protection Agency.
 - 2.7 **“Flexible fuel motor vehicle”** means a vehicle that can operate on a combination of alternative and conventional fuels concurrently.
 - 2.8 **“Gross Vehicle Weight Rating (GVWR)”** means the maximum loaded weight (including curb weight, operator & passenger weight, and payload) in pounds (lbs.) of a single vehicle. Vehicle manufacturers specify the maximum GVWR on the vehicle certification label.
 - 2.9 **“Hybrid”** means Hybrid-electric vehicle which uses a combination of a gasoline engine and electric motor(s). (See Section 3.1.1.3)

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- 2.10 “Manufacturer/Brand”** means the name of the maker of the contract item which will be supplied by the vendor.
- 2.11 “Model & Number”** means the model name and model number associated with the contract item as defined by the manufacturer.
- 2.12 “MPG”** means miles per gallon rating of a vehicles’ fuel economy for a given fuel type as defined by the Environment Protection Agency in the *2020 Fuel Economy Guide*, for vehicle specific ratings which can be found at <http://www.fueleconomy.gov/feg/printGuides.shtml>.
- 2.13 “OEM”** means Original Equipment Manufacturer.
- 2.14 “Powertrain”** means the group of components used to transmit engine power to the wheels. The powertrain includes the engine, clutch, transmission, universal joints, drive shaft, and rear-axle gears.
- 2.15 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
- 2.16 “QVM”** means Qualified Vehicle Modifier.
- 2.17 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.18 “Total life-cycle cost”** means the complete cycle of a motor vehicle, from initial acquisition, through operation using the formula provided below for anticipated mileage.
- 2.19 “Vehicle class”** means the designation of motor vehicle types that include sedans, sport utility vehicles, and trucks, or different categories of vehicles according to requirements specified herein.
- 2.20 “Vendor Name”** means the company name of the vendor (Dealership) who will be supplying the contract item(s) to the State of West Virginia.
- 2.21 “Warranty”** means the written guarantee issued with new motor vehicles or related equipment. It defines the manufacturer's responsibility for the repair or replacement of defective parts and other services provided as part of the purchase price. A

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warranty can be nullified if the user does not follow certain stipulations of the manufacturer, such as preventive maintenance,

Vendors must use the *2020 Fuel Economy Guide*, for vehicle specific ratings which can be found at <http://www.fueleconomy.gov/feg/printGuides.shtml>

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 Class 1 thru 15:

3.1.1.1 Standard Equipment Requirements – The following are mandatory as related to the standard equipment requirements of each vehicle class. Each vehicle class must contain the following unless otherwise noted.

- A. Automatic Transmission
- B. Power Steering
- C. Power/ABS Brakes
- D. Minimum AM/FM Radio, Bluetooth compatible, installed
- E. Manufacturer's Standard Tint Glass
- F. Exterior power, left and right mirrors.
- G. License plate mounts located on the front and rear bumpers.
 - A. Prior to delivery, all vehicles must be pre-drilled, with hardware installed, to meet specifications that require both front and rear license plates.
 - B. Any vehicle delivered without such plate mounts will be rejected.

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- H. All-season tires
- I. Manufacturer's standard spare tire with jack when available as standard equipment.
- J. Installed rear window defogger for all vehicles except trucks and cargo vans.
- K. Front bucket seats for all vehicles except trucks
- L. Installed air conditioning. The following vehicle class must include rear air conditioning – Class 9.
- M. Installed floor mats, except where vinyl floor covering is present. The following vehicle classes require slush, all weather mats – Class 6, 8, and 9.
- N. Installed front driver and passenger air bags
- O. Installed power windows and locks on all doors except for Vans where power windows and locks on all doors are not available as an option from the manufacturer. Van vendors will provide power windows and locks where applicable.
- P. Installed tilt wheel and cruise control
- Q. Installed keyless entry
- R. Installed "fleetside" bed for trucks.
- S. Reverse backup camera.

3.1.1.2 Unspecified Accessories & Features: All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

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

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

3.1.1.2.3 Vehicles must have all equipment found on the manufacturer's base model plus other equipment requirements, packages, items, etc. needed to meet the specifications for each order vehicle class placed against the contract.

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

3.1.1.2.3.2 Packages that are designated for police use or special service vehicles (non-civilian) use will not be accepted.

3.1.1.3 Fuel Type: All vehicles shall be gasoline powered unless otherwise stated. Flex Fuel (E85), Diesel, CNG/Bifuel, and Hybrid should also be quoted if available.

A. All alternative vehicles must have the capacity to travel a minimum of 150 miles without refueling/recharging.

B. All-natural gas devices must be OEM or QVM Certified and EPA approved.

C. Hybrid Vehicles must meet the following requirements -

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- a. Hybrid Vehicles must have both an internal combustion engine and an electric motor.
- b. Hybrid Vehicles bid must be capable of driving on only electric power.

3.1.1.4 Pre-delivery inspection: Prior to delivery, all vehicles must be thoroughly inspected and serviced in compliance with the manufacturer's proscribed procedures which includes but is not limited to:

- A. Complete vehicle lubrication;
- B. Confirm oil level, fill crank case as needed, top off all fluids;
- C. Adjust engine to proper operating condition;
- D. Verify tire pressure and corrected as necessary;
- E. Check front end alignment or four-wheel alignment if applicable, perform alignment if needed, and balance all tires;
- F. Wash/Clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, tags etc.; 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. Include temporary license plate and registration;
- J. Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered;
- K. No dealer insignia or other advertising shall be affixed to the vehicle or appear on any accessory such as mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising will be rejected;

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L. Perform operational checks which will cover all controls; systems, and devices, doors, windows, accessories, and road testing of the completed vehicle. Vehicle shall be driven at various speeds; brakes, tested for dependability, vehicle checked for rattles, squeaks and must be in compliance with pre-delivery inspection/servicing procedures and make adjustments as necessary.

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

3.1.1.6 Operator's Manuals: The manufacturer shall furnish with the vehicle at least one copy of all warranty information and handbooks for the vehicle and any special equipment furnished with, or as a part of, the vehicle. This information shall be in hard copy form. The handbooks shall include as a minimum the vehicles operator's manual, vehicle maintenance handbook, and special equipment handbook.

3.1.1.7 Statement of Origin or Bill of Sale: Unless otherwise specified, manufacturer's Statement of Origin or Bill of Sale showing the applicable purchase order number for each vehicle procured shall be provided. The document shall be forwarded to the agency's address shown on the equipment contract order prior to shipment. Vehicle safety/emission tests are the responsibility of the requisition agency.

A. All vehicle identification numbers (VIN) must be supplied to the Fleet Management Division by email, referencing the purchase order, release order, or other procurement acquisition, or leasing agreement number, the year, make, model, and color of each vehicle to the following email address: fleet@wy.gov. This information must be received within ten (10) working days prior to the delivery of each vehicle.

B. Upon delivery of the vehicle, All documentation (Title Application, Statement of Origin,

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

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

3.1.1.8 Warranty: The following are mandatory requirements as related to the warranty:

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

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mileage including any pro rata arrangements, or the vendor generally extends to its commercial customers a greater or extended warranty coverage, the agency shall receive corresponding warranty benefits.

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

3.1.1.10 REPORTS: The Vendor shall provide to the State of West Virginia's primary contact person quarterly utilization reports by vehicle class containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

- 3.1.1.10.1 Class Number;
- 3.1.1.10.2 Ordering Entity;
- 3.1.1.10.3 Purchase Order Number;
- 3.1.1.10.4 Description;
- 3.1.1.10.5 Quantity.

These reports will be provided in Excel format and sent via email to the Purchasing Division Buyer on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

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4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the vendors that provide the Contract Items meeting the required specifications for the lowest Total Life Cycle Cost per fuel type vehicle class as shown on the Pricing Pages.

Each vehicle fuel type (Gasoline, Flex-fuel, Diesel, CNG/LP/Liquid, and Hybrid) contained in a given class, represents an opportunity for a separate bid response. Each of these vehicle fuel types shall be evaluated independently and awarded to the lowest responsible bidder meeting the specifications of the given vehicle fuel type in that vehicle class.

4.2 Life of Contract: This contract shall become effective upon award and extends for one year or until such time as the vendor notifies the Purchasing Division that the model year build-out date has been reached, unless the vendor chooses to supply next model year vehicles at the price quoted, or until contracts are issued for the next model year.

4.3 Pricing Pages: Vendor should complete the Pricing Pages by responding to the information requested in the "Vendor Name", "Manufacturer/Brand", "Model & Number", "EPA HIGHWAY MPG Rating", "EPA CITY MPG Rating", "Vendor Contact", "Phone Number", "Email Address", "Standard Color Code", "Color Description", and "Unit Price" fields for each vehicle class. Utilizing the provided excel files will self-tabulate the "Total Life Cycle Cost" fields.

Vendor Bid Response Section: The vendor shall use the EPA mileage ratings from the Official 2020 Fuel Economy Guide for Highway and City MPG ratings for each vehicle class. If the vehicle is not present in the 2020 Fuel Economy Guide, vendors must utilize the EPA Mileage rating provided by the manufacturer for 2020 model vehicles. Vendors should submit mileage rating documentation from the manufacturer with their bid response for the vehicle EPA mileage ratings not available in the 2020 Fuel Economy Guide. Inclusion of this documentation, with the bid, will expedite the evaluation process.

Any vehicle class that contains a vehicle evaluated on the basis of the EPA Mileage rating provided by the manufacturer may be re-evaluated at the sole discretion of the Purchasing Division if the subsequently published Official 2020 Fuel Economy Guide would result in a change to the Total Life Cycle Cost of 5% (.05) or more.

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Example:

Manufacturer utilized EPA Mileage rating resulting in a Total Life Cycle Cost of \$45000.00 for vehicle class bid. If the EPA Official 2020 Fuel Economy Guide published mileage rating differs from the manufacturer mileage rating and results in a Total Life Cycle Cost change exceeding \$2,250.00 for the vehicle class bid [$\$45,000.00 \times .05$ (5%) = \$2,250.00], a re-evaluation of vehicle class bid may result.

Any re-evaluation will utilize the EPA mileage ratings from the Official 2020 Fuel Economy Guide in place of the EPA Mileage rating from the manufacturer. In the event the two EPA mileage ratings differ and exceed a 5% change in the overall Total Life Cycle Cost, the re-evaluation may result in cancellation of the existing award and re-awarding of a vehicle class to another vendor. Orders placed with an awarded vendor prior to a contract re-award will remain valid. Once a re-award is made and officially becomes effective, all new orders for that vehicle class will be placed with the re-awarded vendor.

4.3.1 “Vehicle Fuel Type” segment:

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

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

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

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4.3.4 “Total Life Cycle Cost” segment:

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

$$[(75,000/\text{EPA Highway MPG Rating} + 25,000/\text{EPA City MPG Rating}] \times 2.75 + \text{Unit Price}$$

The above formula is derived from an estimated vehicle life of 100,000 miles; where an estimated 75,000 miles will be highway use and an estimated 25,000 miles will be city use. The combined averages of the two MPG ratings are then multiplied by an estimated gasoline price of \$2.75 per gallon.

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

$$[(75,000/\text{EPA Highway MPG Rating} + 25,000/\text{EPA City MPG Rating}] \times 3.05 + \text{Unit Price}$$

The above formula is derived from an estimated vehicle life of 100,000 miles; where an estimated 75,000 miles will be highway use and an estimated 25,000 miles will be city use. The combined averages of the two MPG ratings are then multiplied by an estimated diesel price of \$3.05 per gallon.

For example, if a gasoline vehicle were to have an EPA MPG rating of 22 MPG Highway and 18 MPG City with a Unit Price of \$22,000.00, the Total Life Cycle cost would equal \$35,194.44. (First find the product of 75,000 miles divided by the EPA Highway MPG Rating, and then find the product of 25,000 miles divided by the EPA City MPG Rating. Next, add the two products together and multiply by the fuel type cost of 2.75 per gallon (for gasoline). Lastly add the product of the preceding calculation to the Unit Price of the vehicle being bid.)

NOTE: The pricing pages have been formatted to calculate the Total Life Cycle Cost when the cells for “EPA HIGHWAY MPG Rating”, “EPA CITY MPG Rating”, and “UNIT PRICE” are entered.

4.3.5 “Options”

Mileage charges for delivery should be listed under the “Options” section of each vehicle class pricing page. FOB Dealership (Deliver) and FOB Other than Metro Charleston refers the delivery charges; that, at time of order, the vendor will add to or deduct from their final bid amount for each vehicle class awarded. If no response is received in either the FOB Dealership

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(deduct) or FOB Other than Metro Charleston fields, it will be assumed the vendor will not be charging delivery. These options will not be evaluated as part of the award.

General: Vendors should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Mark.A.Atkins@wv.gov

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 tested prior to processing Agency orders on-line.

5.2 Agency Ordering Procedure: WV State Agencies shall issue a CDO (Central Delivery Order.) The CDO and following corresponding form: MV20 Order form DOA-FM-59 for vehicle replacement or Fleet Increase shall be submitted to the Department of Administration Fleet Management Division 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 orders 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. Please refer to Appendix_Q of the Purchasing

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Division Handbook for additional instructions and examples of delivery order information required.

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

Vehicles may be purchased from this contract by any West Virginia State agency. West Virginia state agencies will either remit payment directly or use a third-party financing company on contract with the State of West Virginia. The Department of Administration, Fleet Management Division (FMD) arranges third-party financing.

The time required for third party financing does not differ from the time required for payment directly from the state as both are normally made within 30 business days from delivery of vehicle and corresponding invoice. Actual time required to process payment may vary.

6. DELIVERY AND RETURN:

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

Standard order delivery shall be F.O.B. destination to West Virginia Surplus Property located at 2700 Charles Avenue Dunbar, WV 26061 or to agencies located in the Charleston Metro Area only.

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

For deliveries not made to the West Virginia Surplus Property: all vehicles must be delivered to the "ship to" section indicated on the purchase requisition form. Vendors must contact the Fleet Management Division at 304-55-817-1910 prior to delivery.

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

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

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Vendor shall pay liquidated damages in the amount of .5% (.005) of the agency's purchase requisition amount for delivery delays beyond 120 calendar days. This amount will be assessed daily until order is completed in full. The liquidated damages only apply when the vendor does not notify the agency to arrange shipping prior to the 120 days required.

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. The Vendor may add a supplementary per mile charge for delivery to locations other than West Virginia Surplus Property and should provide this information in the "Options" section of each vehicle class pricing page.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

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Contract Manager: Brian McColley
Telephone Number: 800-610-0211
Fax Number: 740-695-1756
Email Address: Fleet@whitesides.com

Fleet@whitesides.com

WHITESIDE OF ST. CLAIRSVILLE INC
50714 National Road
St. Clairsville, OH 43950

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with its obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor's contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) 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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: WHITESIDE OF ST. CLAIRSVILLE INC
50714 National Road

Authorized Signature: St. Clairsville, OH 43950 [Signature] 10/17/19

State of OHIO

County of BERMONT, to-wit:

Taken, subscribed, and sworn to before me this 17th day of OCT, 2019.

My Commission expires MAY 30, 2023

AFFIX SEAL HERE



Martha M. Sirocki
Notary Public, State of Ohio
My commission expires May 30, 2023

NOTARY PUBLIC

[Signature]

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities providing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education; Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of this section.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 200 Bankers Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0600; fax: (304)558-0601; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: WHITESIDE OF ST. CLAIRSVILLE INC Address: WHITESIDE OF ST. CLAIRSVILLE INC
50714 National Road
St. Clairsville, OH 43950 50714 National Road
St. Clairsville, OH 43950

Name of Authorized Agent: Bryan McGwire Address: _____

Contract Number: MV-20 Contract Description: VEHICLES

Governmental agency awarding contract: PURCHASING

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: [Signature] Date Signed: 10/17/19

Notary Verification

State of OHIO, County of BEAUMONT

Bryan G. McGwire, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 17th day of Oct, 2019
[Signature]
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



Macha M. Sirocki
Notary Public, State of Ohio
Commission Expires May 30, 2023
Revised June 8, 2011



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

State of West Virginia
 Request for Quotation
 36 - Vehicles

Proc Folder: 636349

Doc Description: MV20 - 2020 OR LATEST MODEL VEHICLE

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-07	2019-10-18 13:30:00	CRFQ 0212 SWC2000000002	1

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:

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X

FEIN # 34-1398756

DATE ~~10/10~~ 10/17/19
 Bw

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of all state agencies and political subdivisions to establish an open-end contract for 2020, or latest model year, Motor Vehicles - Classes 1- 15, per attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25100000			

Extended Description :

WV20 - 2020 or latest model vehicle:

Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.
 If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.
 Vendor shall enter pricing into the Exhibit_A Excel pages and must attach with bid.
 See section 18 of Instructions to Bidders.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 2:00pm EDT:	2019-10-09

SWC2000000002	Document Phase Final	Document Description MV20 - 2020 OR LATEST MODEL VEHICLE	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions