

STA

PURCHASE

02/01/22 11:12:08
WV Purchasing Division

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5A-3-1, no contract for construction contract to any bidder that is known to be a political subdivision of the state, including, but not limited to, use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code § 5A-3-1, no contract for 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 the 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 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: EAN HOLDINGS, LLC

Authorized Signature: [Signature] Date: 2/01/2022

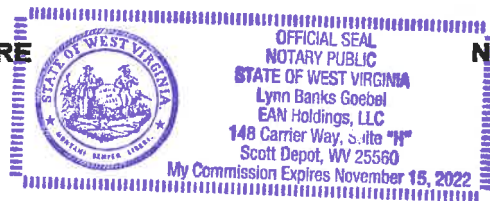
State of WEST VIRGINIA

County of Putnam , to-wit:

Taken, subscribed, and sworn to before me this 15th day of FEBRUARY , 20 22 .

My Commission expires NOVEMBER 15 , 20 22 .

AFFIX SEAL HERE



NOTARY PUBLIC

 [Signature]
Purchasing Affidavit (Revised 01/19/2018)

Vendor Name:		EAN Holdings, LLC				
Line	Truck Classifications	Rental Duration				Extended Cost
		Annual Estimated Quantity (Each)	*Daily Rate (Per Day Rate)	Weekly Rate (Per Week Rate)	Monthly Rate (Per Month Rate)	
1	Box Trucks					
1.1	Small: 10-15 foot long, minimum 3,000 lb. payload	30	\$156.50			\$4,695.00
1.2	Medium: 16-20 foot long, minimum 3,500 lb. payload	50	\$160.50			\$8,025.00
1.3	Large: 21-26 foot long, minimum 9,000 lb. payload	25	\$169.50			\$4,237.50
2	Heavy Duty Pick Up (3/4 Ton)					
2.1	Standard Cab Two Wheel Drive (SRW)	10	\$104.00			\$1,040.00
2.2	Standard Cab Four Wheel Drive (SRW)	20	\$104.00			\$2,080.00
2.3	Crew Cab Two Wheel Drive (SRW)	10	\$104.00			\$1,040.00
2.4	Crew Cab Four Wheel Drive (SRW)	30	\$104.00			\$3,120.00
2.5	Extra Cab Two Wheel Drive (SRW)	10	\$104.00			\$1,040.00
2.6	Extra Cab Four Wheel Drive (SRW)	30	\$104.00			\$3,120.00
3	Heavy Duty Pick Up (1 Ton)					
3.1	Standard Cab Two Wheel Drive (SRW)	5	\$113.00			\$565.00
3.2	Standard Cab Four Wheel Drive (SRW)	10	\$113.00			\$1,130.00
3.3	Crew Cab Two Wheel Drive (SRW)	10	\$113.00			\$1,130.00
3.4	Crew Cab Four Wheel Drive (SRW)	30	\$113.00			\$3,390.00
3.5	Extra Cab Two Wheel Drive (SRW)	10	\$113.00			\$1,130.00
3.6	Extra Cab Four Wheel Drive (SRW)	20	\$113.00			\$2,260.00
3.7	Crew Cab Two Wheel Drive (DRW)	5	\$113.00			\$565.00
3.8	Crew Cab Four Wheel Drive (DRW)	10	\$113.00			\$1,130.00
3.9	Extra Cab Two Wheel Drive (DRW)	5	\$113.00			\$565.00
3.10	Extra Cab Four Wheel Drive (DRW)	10	\$113.00			\$1,130.00
4	Refrigerated Truck					
4.1	18 to 26 foot long	5	\$0.00			\$0.00
5	Stakebed					\$0.00
5.1	16-24 foot long	10	\$149.00			\$1,490.00
5.2	24- 26 foot long	10	\$149.00			\$1,490.00
6	Cargo Vans (Larger than 2,500 lbs payload)					
6.1	Standard	20	\$86.00			\$1,720.00
6.2	European Style	10	\$86.00			\$860.00
6.3	Extended	20	\$90.00			\$1,800.00
6.4	Hightop	20	\$86.00			\$1,720.00
7	Additional Services					
7.1	One Way Rental Drop Fee for over 500 Miles	5	\$250.00			\$1,250.00
7.2	One Way Rental Mileage Rate** (Per Mile Rate Charge for Box & Refrigerated Trucks driven over 500 miles) (Per Mile Charge)	5000	\$0.18			\$900.00
7.3	Mileage Rate** (Per Mile Rate Charge for Daily Rentals driven over 500 miles per day) (Box Trucks & Refrigerated Trucks only) (Per Mile Charge)	2500	\$0.18			\$450.00
8	Special Upgraded Vehicle Options					
8.1	Power Lift Gate (upgrade addition to vehicle base rate) (Per Vehicle)	20	\$0.00			\$0.00
8.2	Snowplow (upgrage addition to base vehicle rate) (Per Vehicle)	10	\$3,000.00			\$30,000.00
9	Convenience Options					
9.1	Furniture Pads (each)	500	\$5.00			\$2,500.00
9.2	Hand Trucks (each)	100	\$25.00			\$2,500.00
Total Daily Rates						\$88,072.50

Rates exclude refueling charges if applicable. Any fees or charges not specifically identified on this page must be included in the daily Base Rate provided for each vehicle classification.

*Daily rates are based on a 24 hour billing cycle.

**Mileage Rate - Unlimited miles for Daily Rentals (No Charges to Purchasing Entity)(Excludes Box and Refrigerated Trucks)

Vendor Name:		EAN Holdings, LLC				
		Rental Duration				
Line	Truck Classifications	Annual Estimated Quantity (Each)	Daily Rate (Per Day Rate)	*Weekly Rate (Per Week Rate)	Monthly Rate (Per Month Rate)	Extended Cost
1	Box Trucks					
1.1	Small: 10-15 foot long, minimum 3,000 lb. payload	15		\$778.00		\$11,670.00
1.2	Medium: 16-20 foot long, minimum 3,500 lb. payload	15		\$802.00		\$12,030.00
1.3	Large: 21-26 foot long, minimum 9,000 lb. payload	15		\$856.00		\$12,840.00
2	Heavy Duty Pick Up (3/4 Ton)					
2.1	Standard Cab Two Wheel Drive (SRW)	5		\$624.00		\$3,120.00
2.2	Standard Cab Four Wheel Drive (SRW)	5		\$624.00		\$3,120.00
2.3	Crew Cab Two Wheel Drive (SRW)	10		\$624.00		\$6,240.00
2.4	Crew Cab Four Wheel Drive (SRW)	30		\$624.00		\$18,720.00
2.5	Extra Cab Two Wheel Drive (SRW)	5		\$624.00		\$3,120.00
2.6	Extra Cab Four Wheel Drive (SRW)	20		\$624.00		\$12,480.00
3	Heavy Duty Pick Up (1 Ton)					
3.1	Standard Cab Two Wheel Drive (SRW)	5		\$678.00		\$3,390.00
3.2	Standard Cab Four Wheel Drive (SRW)	5		\$678.00		\$3,390.00
3.3	Crew Cab Two Wheel Drive (SRW)	10		\$678.00		\$6,780.00
3.4	Crew Cab Four Wheel Drive (SRW)	30		\$678.00		\$20,340.00
3.5	Extra Cab Two Wheel Drive (SRW)	5		\$678.00		\$3,390.00
3.6	Extra Cab Four Wheel Drive (SRW)	20		\$678.00		\$13,560.00
3.7	Crew Cab Two Wheel Drive (DRW)	5		\$678.00		\$3,390.00
3.8	Crew Cab Four Wheel Drive (DRW)	10		\$678.00		\$6,780.00
3.9	Extra Cab Two Wheel Drive (DRW)	5		\$678.00		\$3,390.00
3.10	Extra Cab Four Wheel Drive (DRW)	10		\$678.00		\$6,780.00
4	Refrigerated Truck					
4.1	18 to 26 foot long	5		\$0.00		\$0.00
5	Stakebed					
5.1	16-24 foot long	10		\$894.00		\$8,940.00
5.2	24- 26 foot long	10		\$894.00		\$8,940.00
6	Cargo Vans (Larger than 2,500 lbs payload)					
6.1	Standard	20		\$504.00		\$10,080.00
6.2	European Style	10		\$504.00		\$5,040.00
6.3	Extended	20		\$540.00		\$10,800.00
6.4	Hightop	20		\$504.00		\$10,080.00
7	Additional Services					
7.1	** Mileage Rate for vehicle driven more than 1,100 miles per week (Excludes Box and Refrigerated Trucks) (Per Mile Charge)	25000		\$0.18		\$4,500.00
7.2	Mileage Rate (Per Mile Rate Charge for Weekly Rentals driven over 1100 miles per week) (Box Trucks & Refrigerated Trucks only)(Per Mile Charge)	10000		\$0.18		\$1,800.00
8	Special Upgraded Vehicle Options					
8.1	Power Lift Gate (upgrade addition to base vehicle rate)(per vehicle)	20		\$0.00		\$0.00
8.2	Snowplow (upgrage addition to base vehicle rate)(per vehicle)	10		\$3,000.00		\$30,000.00
Total Weekly Rates						\$244,710.00
Rates exclude refueling charges if applicable. Any fees or charges not specifically identified on this page must be included in the weekly Base Rate provided for each vehicle classification.						
*Weekly rates are based on a Sunday to Saturday "weekly" billing cycle.						
** Per Mile Rate for vehicle driven above 1,100 miles per week. (Excludes Box and Refrigerated Trucks)						

Vendor Name:		EAN Holdings, LLC				
		Rental Duration				
Line	Truck Classifications	Annual Estimated Quantity (Each)	Daily Rate (Per Day Rate)	Weekly Rate (Per Week Rate)	*Monthly Rate (Per Month Rate)	Extended Total
1	Box Trucks					
1.1	Small: 10-15 foot long, minimum 3,000 lb. payload	5			\$2,846.00	\$14,230.00
1.2	Medium: 16-20 foot long, minimum 3,500 lb. payload	5			\$2,942.00	\$14,710.00
1.3	Large: 21-26 foot long, minimum 9,000 lb. payload	5			\$3,158.00	\$15,790.00
2	Heavy Duty Pick Up (3/4 Ton)					
2.1	Standard Cab Two Wheel Drive (SRW)	5			\$2,496.00	\$12,480.00
2.2	Standard Cab Four Wheel Drive (SRW)	5			\$2,496.00	\$12,480.00
2.3	Crew Cab Two Wheel Drive (SRW)	5			\$2,496.00	\$12,480.00
2.4	Crew Cab Four Wheel Drive (SRW)	10			\$2,496.00	\$24,960.00
2.5	Extra Cab Two Wheel Drive (SRW)	5			\$2,496.00	\$12,480.00
2.6	Extra Cab Four Wheel Drive (SRW)	10			\$2,496.00	\$24,960.00
3	Heavy Duty Pick Up (1 Ton)					
3.1	Standard Cab Two Wheel Drive (SRW)	5			\$2,712.00	\$13,560.00
3.2	Standard Cab Four Wheel Drive (SRW)	10			\$2,712.00	\$27,120.00
3.3	Crew Cab Two Wheel Drive (SRW)	5			\$2,712.00	\$13,560.00
3.4	Crew Cab Four Wheel Drive (SRW)	20			\$2,712.00	\$54,240.00
3.5	Extra Cab Two Wheel Drive (SRW)	5			\$2,712.00	\$13,560.00
3.6	Extra Cab Four Wheel Drive (SRW)	20			\$2,712.00	\$54,240.00
3.7	Crew Cab Two Wheel Drive (DRW)	5			\$2,712.00	\$13,560.00
3.8	Crew Cab Four Wheel Drive (DRW)	10			\$2,712.00	\$27,120.00
3.9	Extra Cab Two Wheel Drive (DRW)	5			\$2,712.00	\$13,560.00
3.10	Extra Cab Four Wheel Drive (DRW)	10			\$2,712.00	\$27,120.00
4	Refrigerated Truck					
4.1	18 to 26 foot long	5			\$0.00	\$0.00
5	Stakebed					
5.1	16-24 foot long	5			\$3,576.00	\$17,880.00
5.2	24- 26 foot long	5			\$3,576.00	\$17,880.00
6	Cargo Vans (Larger than 2,500 lbs payload)					
6.1	Standard	20			\$2,016.00	\$40,320.00
6.2	European Style	10			\$2,016.00	\$20,160.00
6.3	Extended	10			\$2,160.00	\$21,600.00
6.4	Hightop	10			\$2,016.00	\$20,160.00
7	Additional Services					
7.1	** Mileage Rate for vehicle driven more than 2,500 miles per month (Excludes Box and Refrigerated Trucks) (Per Mile Rate Charge)	50000			\$0.18	\$9,000.00
7.2	Mileage Rate (Per Mile Rate Charge for Monthly Rentals driven over 2500 miles per month) (Box Trucks & Refrigerated Trucks only)(Per Mile Charge)	15000			\$0.18	\$2,700.00
8	Special Upgraded Vehicle Options					
8.1	Power Lift Gate (upgrade addition to base vehicle rate)(per vehicle)	20			\$0.00	\$0.00
8.2	Snowplow (upgrage addition to base vehicle rate)(per vehicle)	10			\$3,000.00	\$30,000.00
Total Monthly Rates						\$581,910.00
Rates exclude refueling charges if applicable. Any fees or charges not specifically identified on this page must be included in the monthly Base Rate provided for each vehicle classification.						
*Monthly rates are based on a 30 day "Monthly" billing cycle.						
** Per Mile Rate for vehicle driven above 2,500 miles per month (Excludes Box and Refrigerated Trucks)						

TOTAL OVERALL BID		
1	Daily Rate Totals (Tab 1)	\$88,072.50
2	Weekly Rate Totals (Tab 2)	\$244,710.00
3	Monthly Rate Totals (Tab 3)	\$581,910.00
GRAND TOTAL OVERALL BID		\$914,692.50
Vendor Name: <u>EAN Holdings, LLC</u>		
DOT Number: <u>1499091</u>		
Contract Manager: <u>Scott Davisson</u>		
Contract Manager Phone: <u>304-415-3278</u>		
Email: <u>scott.a.davisson@ehi.com</u>		
Emergency Roadside Assistance Number: <u>1-888-736-8287 option 3</u>		

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: EAN Holdings LLC Address: 148 Carrier Way
Scott Depot WV 25560

Name of Authorized Agent: Ross Esposito Address: 148 Carrier Way Scott Depot, WV 25526

Contract Number: CRFQ 0212 SWC22*09 Contract Description: Commercial Truck Rental Services

Governmental agency awarding contract: WV Purchasing Division

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: 2/01/2022

Notary Verification

State of West Virginia, County of Puham:

I, Ross Esposito, 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 1st day of February 2022

[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: Purchasing Division



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 performing 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 that provision.

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, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.



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

State of West Virginia
 Centralized Request for Quote
 Equip. Rental

Proc Folder: 989405		Reason for Modification:	
Doc Description: Statewide Contract: Commercial Truck Rental Services		ADDENDUM_2	
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-01-24	2022-02-01 13:30	CRFQ 0212 SWC2200000009	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000186349
Vendor Name: EAN Holdings LLC
Address: 148 Carrier Way
Street:
City: Scott Depot
State: WV **Country:** USA **Zip:** 25560
Principal Contact: Scott Davison
Vendor Contact Phone: 304 415 3278 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Vendor Signature X  **FEIN#** 26-4086616 **DATE** 2/1/22

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

ADDITIONAL INFORMATION

ADDENDUM_2: Is issued for the following:

1. To extend the bid opening date and time from 1/27/2022 to 2/01/2022 at 1:30pm EST.
2. To publish the State's response to the questions submitted by Vendors during the Technical Questioning period.
3. To publish the Specifications (Revised 1/21/2022).
4. To publish the Exhibit_A Pricing Pages (Revised 1/21/2022) to reflect the modification of the specifications as requested in the technical questions.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia to establish a Statewide Open-End Contract for Commercial Truck Rental Services, per the attached documents.

The services requested will be made available to all State Agencies and Political Subdivisions located within the State of West Virginia

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Commercial Truck Rental Services	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78111808			

Extended Description:
Commercial Truck Rental Services

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 10:00am EST	2022-01-14
2	Technical Questions due by 2:00pm EST	2022-01-21

	Document Phase	Document Description	Page
SWC2200000009	Final	Statewide Contract: Commercial Truck Rental Services	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

Vendor Name: EAN Holdings LLC

By: _____

By: 

Printed Name: _____

Printed Name: Ross Esposito

Title: _____

Title: VP/GM

Date: _____

Date: 2/01/2022

**EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

W. Va. CSR § 148-1-5

West Virginia Code of State Rules

Title 148. Department of Administration

Legislative Rule (Ser. 1)

Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in [W. Va. Code § 5A-3-33d](#).

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in [W. Va. Code § 5A-3-33d](#) or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with [W. Va. Code § 5A-3-33e](#) and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to [W. Va. Code § 5A-3-33e\(e\)](#), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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**EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page



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

State of West Virginia
 Centralized Request for Quote
 Equip. Rental

Proc Folder: 989405			Reason for Modification: ADDENDUM_2
Doc Description: Statewide Contract: Commercial Truck Rental Services			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-01-24	2022-02-01 13:30	CRFQ 0212 SWC2200000009	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000186349
Vendor Name: EAN Holdings, LLC
Address: 148 Carner way
Street:
City: Scott Depot
State: WV **Country:** USA **Zip:** 25560
Principal Contact: Scott Davison
Vendor Contact Phone: 304-415-3278 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X

FEIN#

26-4086616

DATE

2/1/22

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

ADDITIONAL INFORMATION

ADDENDUM_2: Is issued for the following:

1. To extend the bid opening date and time from 1/27/2022 to 2/01/2022 at 1:30pm EST.
2. To publish the State's response to the questions submitted by Vendors during the Technical Questioning period.
3. To publish the Specifications (Revised 1/21/2022).
4. To publish the Exhibit_A Pricing Pages (Revised 1/21/2022) to reflect the modification of the specifications as requested in the technical questions.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia to establish a Statewide Open-End Contract for Commercial Truck Rental Services, per the attached documents.

The services requested will be made available to all State Agencies and Political Subdivisions located within the State of West Virginia

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS

STATE OF WEST VIRGINIA

AS INDICATED BY ORDER

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Commercial Truck Rental Services	0.00000	LS		

Comm Code**Manufacturer****Specification****Model #**

78111808

Extended Description:

Commercial Truck Rental Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EST	2022-01-14
2	Technical Questions due by 2:00pm EST	2022-01-21

SOLICITATION NUMBER: CRFQ 0212 SWC2200000009
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2200000009 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time from 1/27/2022 to 2/01/2022 at 1:30pm EST.
- Attachment of vendor questions and responses.
- Attachment of Specifications (Revised 1/21/2022).
- Attachment of Exhibit_A Pricing Pages (Revised 1/14/2022).
- Other.

Description of Modification to Solicitation:

1. To extend the bid opening date and time from 1/27/2022 to 2/01/2022 at 1:30pm EST.
2. To publish the State's response to the questions submitted by Vendors during the Technical Questioning period.
3. To publish the Specifications (Revised 1/21/2022).
4. To publish the Exhibit_A Pricing Pages (Revised 1/21/2022) to reflect the modification of the specifications as requested in the technical questions.

No other changes made.

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

Terms and Conditions:

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

Question #1: 3.1.2.9 TRUCK DOWNTIME: Upon notification by the Purchasing Entity and Driver, the Vendor shall immediately replace rented vehicle that becomes impaired or unsafe to operate. **It's a general practice in the medium duty truck space to provide a roadside vendor for basic repairs to minimize vehicle downtime. However, in the event that a vehicle can't be repaired via a mobile vendor, would the state be willing to amend the specifications to supplement a temporary vehicle from the next available vehicle class or larger if a similar replacement is unavailable within 24 hours?

Specification 3.1.2.9 will be changed to read: **3.1.2.9 TRUCK DOWNTIME:** Upon notification by the Purchasing Entity or Driver that the vehicle has become impaired or unsafe to operate, the Vendor shall immediately dispatch a mobile vendor to repair the vehicle. In the event the vehicle cannot be repaired within four (4) hours after notification of the vehicle failure, the Purchasing Entity and/or Driver may choose to wait for the repair of the inoperable vehicle or request a supplement or temporary vehicle of equal size or larger shall be made available within 24 hours.

QUESTION- Will wait time and repair issues due to the negligence on the part of the driver waive the 24 hour requirement?

Response #1: No, the requirement will remain. Regardless of the need for a repair, the need for a replacement vehicle to maintain operations for the Purchasing Entity would still exist.

Question #2: 3.1.7.2 Snowplow: 3.1.7.2.1 Snowplow installed on rental vehicle. 3.1.7.2.2 An additional fee for the snow plow may be charged to the Base Rate of the vehicle per the established upgrade rate in the Exhibit_A Pricing Pages for daily, weekly, and monthly rentals. **In the event that a supplier can not provide installation of a snow plow package, would the State of West Virginia be willing to amend the specifications to allow the state to utilize a reputable third party vendor for installation and removal at the state's expense as outlined in a contractual addendum?

The State cannot accept any additional charges/expenses not outlined in the Specifications or established in the Pricing Pages attached to this solicitation. If the successful bidder and subsequent contract award requires a third party upfitter to install a "Special Option", the vendor should consider that price into their bid offering and provide pricing in the pricing pages accordingly. The State cannot pay an additional vendor directly and would be only able to pay the vendor awarded on the contract. All the State is seeking is an additional upgrade charge for the "Special Upgraded Vehicle Options" (snow plows and power lift gates) when a special option is requested and may be added to a rented vehicle to satisfy the needs of the end user.

QUESTION- Based on our experience as a vendor, there is a high frequency of cases where the addition of a snow plow results in damage to the truck such as a bent frame. With this in mind, damage to the truck due to the addition of a snow plow or other equipment would make Damage Waiver invalid. Can you note this on the RFQ under this section?

Response #2: Specifications have been revised to read as follows: **3.1.2.11.1.1** Purchasing Entity will be responsible to pay for any physical damage to a vehicle equipped with a snow plow and the vendor will be permitted to charge the exact cost of the repairs and must provide the actual repair facility invoice for the repairs to the Purchasing Entity.

Specifications (Revised 1/21/2022) have been attached to this addendum

Question #3: **Mileage Rate - Unlimited miles for Daily Rentals (No Charges to Purchasing Entity)(Excludes Box and Refrigerated Trucks)

QUESTION- We see the words "Excludes Box and Refrigerated Trucks" on line 50 but line 45 on the weekly rate section and line 45 on the monthly rate section does not specifically mention the words "Excludes Box and Refrigerated Trucks." Can this be amended to reflect this language for these specific vehicles on line 45 of the weekly rate section and line 45 on the monthly rate section of these entries?

Response #3: The Exhibit_A Pricing Pages have been revised (1/21/2022) to include this language and add a separate line for mileage charges for Box and Refrigerated Trucks for the weekly and monthly tabs.

REQUEST FOR QUOTATION
RFQ 0212 SWC2200000009
(COMTRKRN22)
Commercial Truck Rental Services

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia to establish a Statewide Open-End Contract for Commercial Truck Rental Services. The services requested will be made available to all State Agencies and Political Subdivisions located within the State of West Virginia.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.2 “Drivers”** means any properly licensed employees of a Purchasing Entity, 21 years of age or older when using the truck for business purposes.

 - 2.3 “DRW”** means any vehicle with Dual Rear Wheels.

 - 2.4 “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.

 - 2.5 “Purchasing Entity”** means any eligible government State Agency, City, Municipality, or Political Subdivision located within the State of West Virginia that may purchase under the Contract.

 - 2.6 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

 - 2.7 “SRW”** means any vehicle with Single Rear Wheels.

 - 2.8 “24/7/365”** mean 24 hours per day, 7 days per week, 365 days per year.

 - 2.9 “USDOT”** means United States Department of Transportation.

 - 2.10 “Vendor”** means the Contractor or Contracted Entity who executes the Contract to Perform Commercial Vehicle/Truck Rental Services.

REQUEST FOR QUOTATION
RFQ 0212 SWC2200000009
(COMTRKRN22)
Commercial Truck Rental Services

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 VENDER QUALIFICATIONS:

3.1.1.1 Vendor must have a minimum of five (5) years of commercial experience providing truck rental services verifiable on Dun & Bradstreet. Verification should be submitted with the vendors bid and will be required prior to award.

3.1.1.2 Vendor must have a minimum of \$1,000,000,000.00 (one billion) of reported annual revenue verifiably on Dun & Bradstreet. Verification should be submitted with the vendors bid and will be required prior to award.

3.1.1.3 All Vendor franchises must operate under one corporate name.

3.1.1.3.1 Each Franchise and related parties must have 100% adherence to the Contract.

3.1.1.3.2 Franchise location must be in a permanent structure, well-lighted, clean, properly maintained and clearly identified as the Truck Rental Vendor with whom the reservation was made.

3.1.1.3.3 Franchise personnel at all locations must have access to the Contract Rates, Terms & Conditions contained in the Contract.

3.1.1.4 Vendor must be USDOT compliant and should provide their USDOT number on the pricing pages or must provide prior to contract award.

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3.1.2 VENDOR REQUIREMENTS: Vendor must provide at a minimum the following:

3.1.2.1 RESEVATIONS: Vendor shall accept reservations made at least 48 hours (for Cargo Vans and Pickup Trucks) and 72 hours (for Box Trucks) in advance on local rentals and seven (7) calendar days in advance on one-way rentals. Reservations for “Special Option” equipped vehicles are exempt from this requirement and the delivery time for these vehicles are upon mutual agreement with the end user.

3.1.2.1.1 Reservations may be made by the Purchasing Entity or Driver.

3.1.2.1.2 Vendor shall meet 95% of the reservations when 48 hours’ notice of reservations are given.

3.1.2.1.2.1 Vendor shall accept Short Notice Reservations when possible and shall not charge additional fees for the short notice.

3.1.2.1.3 If a reserved vehicle is not available at the time of pickup by the Driver, Vendor shall substitute a vehicle of similar or greater quality at no additional cost.

3.1.2.1.4 Vendor shall note on the invoice that a vehicle of same or greater quality was substituted at the lower price.

3.1.2.1.5 Vendor shall hold the reserved vehicle for three (3) hours after the Driver’s estimated time of arrival prior to release.

3.1.2.1.6 When possible, the Purchasing Entity or Driver will notify the Vendor a minimum of eight (8) hours in advance of any change or

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travel plans necessitating vehicle
cancellation or delayed pickup.

3.1.2.1.6.1 Purchasing Entity or Driver
shall not be liable for payment
of “No Shows”.

3.1.2.1.6.2 Purchasing Entity or Driver
shall cancel reservations in the
same manner they were made
when possible.

3.1.2.2 TRUCK PICKUP-RETURN:

3.1.2.2.1 Vehicle pickup or return should be
accomplished within a total of 30-minutes
from the initial Driver contact with the
Vendor.

3.1.2.2.2 This Contract itself is not an authorization
for the Vendor to begin Performance in any
way. The Vendor may begin Performance
only after it has received a duly issued
Purchase/Delivery Order against the
Contract for Performance.

3.1.2.2.3 In lieu of a state purchase order, Vendor
may request Driver to sign Vendor’s
standard rental form solely to document the
delivery of the vehicle. The form may
provide the time and place of return of the
vehicle, the applicable Contract rates and the
computation and method of payment of
charges.

3.1.2.2.3.1 No language in the standard
rental form may vary, amend,
modify, or add terms and
conditions to the Contract.

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- 3.1.2.6 INSTRUCTION/TRAINING:** Provide Driver instruction/training on the proper and safe operation of equipment at no additional cost.
- 3.1.2.6.1** Vendor will provide the Purchasing Entity and Driver with a list of inspections items and instructions that the Driver should perform during the rental period.
- 3.1.2.7 CUSTOMER SERVICE PHONE NUMBER:** Provide a 24/7/365 customer service number accessible by a toll-free telephone number.
- 3.1.2.8 MAINTENANCE & OPERATING EXPENSES:** All Maintenance and Operating expenses (excluding fuel) are the responsibility of the Vendor.
- 3.1.2.8.1** All vehicles supplied under the Contract shall have been maintained in accordance with the manufacturer's requirements, industry standards, and all applicable laws.
- 3.1.2.8.2** Purchasing Entity agrees to make the rented vehicle available for the purpose of inspection and/or maintenance every thirty (30) days.
- 3.1.2.9 TRUCK DOWNTIME:** Upon notification by the Purchasing Entity or Driver that the vehicle has become impaired or unsafe to operate, the Vendor shall immediately dispatch a mobile vendor to repair the vehicle. In the event the vehicle cannot be repaired within four (4) hours after notification of the vehicle failure, the Purchasing Entity and/or Driver may choose to wait for the repair of the inoperable vehicle or request a supplement or temporary vehicle of equal size or larger shall be made available within 24 hours.
- 3.1.2.9.1** Vendor will be responsible for all repairs and towing of vehicle except for circumstances resulting from the Driver's fault and which are not covered by the damage waiver.

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3.1.2.9.1.1 In the event the downtime is a result of the Drive by acts of omission or improper operation of the truck, the Vendor shall provide services for towing and repairs at the Purchasing Entities expense.

3.1.2.9.1.2 Vendor shall deliver the replacement truck to a location determined by the Purchasing Entity or Driver.

3.1.2.10 EMERGENCY ROADSIDE ASSISTANCE:

3.1.2.10.1 Vendor shall provide Emergency Roadside Assistance at no additional charge to the Purchasing Entity.

3.1.2.10.1.1 Emergency Roadside Assistance shall be available via a toll-free number 24/7/365.

3.1.2.10.1.2 No labor rate for the service call shall be permitted.

3.1.2.10.2 Vendor may charge the Purchasing Entity for Emergency Roadside Assistance for replacement of lost keys and fuel at the actual cost of the replacement item.

3.1.2.11 LIABILITY FOR RENTAL VEHICLE: Vendor shall hold the Purchasing Entity and Driver harmless from any physical damage, loss, vandalism, fire, or theft of the vehicle provided the vehicle was not used by the Purchasing Entity or Driver for occurrences listed in Specification 3.1.3.7.

3.1.2.11.1 Vendor shall not charge the Purchasing Entity or Driver a collision/loss damage waiver fee.

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3.1.2.11.1 Purchasing Entity will be responsible to pay for any physical damage to a vehicle equipped with a snow plow and the vendor will be permitted to charge the exact cost of the repairs and must provide the actual repair facility invoice for the repairs to the Purchasing Entity.

3.1.2.11.2 Vendor, on behalf of itself and its franchisee, specifically waive any right to submit any claim against the State of West Virginia, the Purchasing Entity, and Driver for any physical damage, loss, vandalism, fire, theft, or any other costs such as downtime, loss of revenue, administrative expense, and other expenses, of a vehicle provided under the Contract, provided the vehicle was not used by the Driver in any manner listed in Specification 3.1.3.7.

3.1.2.12 ACCIDENTS: Purchasing Entity will require Driver to promptly notify the Vendor of all accidents involving any vehicle in its possession, including but not limited to the following:

3.1.2.12.1 Time,

3.1.2.12.2 Place,

3.1.2.12.3 Nature of accident or damage,

3.1.2.12.4 Names and address of parties involved,

3.1.2.12.5 Persons injured (if any),

3.1.2.12.6 Witnesses (is any),

3.1.2.12.7 Owners of property damaged,

3.1.2.12.8 Location at which the Vendor may examine the vehicle.

3.1.3 VEHICLE REQUIRMENTS: Vendor shall supply vehicles under the Contract with a minimum of the following:

3.1.3.1 Maintain a sufficient number of vehicles on hand to meet the needs of the Purchasing Entity with advance reservations.

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- 3.1.3.2** Certify odometer are accurate.
- 3.1.3.3** Standard equipment must include at a minimum the following:
 - 3.1.3.3.1** Automatic Transmission,
 - 3.1.3.3.2** Power Steering,
 - 3.1.3.3.3** Power Brakes,
 - 3.1.3.3.4** Air Conditioning,
 - 3.1.3.3.5** AM/FM Radio,
 - 3.1.3.3.6** Air Bags (if available from manufacturer),
 - 3.1.3.3.7** All Season Radial Tires,
 - 3.1.3.3.8** Meet all federal, state, and local vehicle safety standards, codes, and ordinances.
 - 3.1.3.3.9** Proper Fluid Levels (-20 °F for coolant protection).
 - 3.1.3.3.10** Full Tank Fuel,
 - 3.1.3.3.11** First aid kits, flares, and fire extinguishers upon request of Driver at no charge.
 - 3.1.3.3.12** Non-Smoking vehicles,
 - 3.1.3.3.13** In inclement weather, upon Driver request, provide snow tires as appropriate and ice scraper.
- 3.1.3.4 REFUELING:**
 - 3.1.3.4.1** Driver will return the vehicle with the same amount of fuel as when the Driver picked it up.
 - 3.1.3.4.1.1** In the event a vehicle is returned with a lesser amount of fuel as listed on the rental delivery form, the Vendor may charge the Purchasing Entity the actual cost of fuel replaced.
 - 3.1.3.4.1.2** The fuel replacement charge must be clearly listed on the invoice by a separate line item with the fueling date, gallons replace, price per gallon, and the total price. Additionally, a copy of the actual fuel receipt must be

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included with the invoice
charge.

3.1.3.5 VEHICLE LICENSING REQUIRMENTS:

3.1.3.5.1 Vendor shall secure, maintain, and pay for any federal, state, and local operational and vehicle licensing required to provide the services as referenced in the Contract at no additional charge to the Purchasing Entity.

3.1.3.6 TRUCK CLASSES:

3.1.3.6.1 Vendor shall have available for rent under the Contract the Truck Classifications listed on the Exhibit_A Pricing Pages.

3.1.3.7 PURCHASING ENTITY AND/OR DRIVER RESPONSIBILITIES: Vehicles rented under this Contract may not be used or operated in the following:

3.1.3.7.1 Driver under the influence of alcohol or any prohibited drugs,

3.1.3.7.2 Any illegal purpose,

3.1.3.7.3 To push or tow another vehicle unless the truck is equipped for towing and is specified to do so in the rental agreement.

3.1.3.7.4 To carry passengers or property for hire.

3.1.3.7.5 In a test, race, or contest.

3.1.3.7.6 By unlicensed Purchasing Entity employees.

3.1.3.7.7 By a person other than an authorized Driver outside of the United States except where such use is specifically authorized by the Contract.

3.1.3.7.8 Off paved, graded, or maintained roads or driveways, except when the Vendor has agreed to this in writing beforehand.

3.1.3.7.9 By a Driver who allows more passengers to occupy the vehicle than there are seatbelts or who does not require all passengers to

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comply with applicable seatbelt and child restraint laws.

3.1.3.7.10 By a Driver or occupant who is smoking.

3.1.3.7.11 Damages due to snow plowing will be the responsibility of the Purchasing Entity.

3.1.4 PRICING & MISCELLANEOUS FEES:

3.1.4.1 Vendor shall charge the rates listed in the Exhibit_A Pricing Page for the rental of trucks at each branch location.

3.1.4.2 Rates under the Contract are not subject to blackout dates and do not require a minimum rental period.

3.1.4.3 Any items or fees not listed on the Exhibit_A Pricing Pages must be included in the vehicle rental Rate and may not be included as a separate charge on the invoice.

3.1.4.3.1 Agencies will not pay any fees not identified within the pricing pages.

3.1.4.4 In the event a fee is created by the State of West Virginia or Federal Government after the Contract Start Date, that fee will be added to the contract by Change Order. The fee must be identified and invoiced as a separate line item on the invoice.

3.1.5 ADDITIONAL SERVICES:

3.1.5.1 One-Way Rental Drop Off Fees:

3.1.5.1.1 One-Way Rental Drop Off Fees for vehicles dropped over 500 miles from originating rental location.

3.1.5.1.2 Mileage Rate:

3.1.5.1.2.1 An additional mileage fee for vehicle rentals driven beyond

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the included mileage listed on the Exhibit_A Pricing Pages may be charged at the rate established in the Pricing Pages

- 3.1.5.1.2.2** This fee will be a “Per Each Additional Mile” charge when the vehicle has exceeded the included mileage for any Weekly and Monthly rentals.

3.1.6 CONVENIENCE OPTION ITEMS:

- 3.1.6.1** Vendor shall provide furniture pads and hand trucks at the rates listed in the Exhibit_A Pricing Pages upon request at a daily rental rate.

3.1.7 SPECIAL UPGRADED VEHICLE OPTIONS:

3.1.7.1 Power Lift Gate:

- 3.1.7.1.1** Power lift gate installed on rental vehicle.
3.1.7.1.2 An additional fee for the Power Lift may be charged to the Base Rate of the vehicle per the established upgrade rate in the Exhibit_A Pricing Pages for daily, weekly, and monthly rentals.

3.1.7.2 Snowplow:

- 3.1.7.2.1** Snowplow installed on rental vehicle.
3.1.7.2.2 An additional fee for the snow plow may be charged to the Base Rate of the vehicle per the established upgrade rate in the Exhibit_A Pricing Pages for daily, weekly, and monthly rentals.
3.1.7.2.3 Purchasing Entity renting a vehicle equipped with a snow plow will be responsible for any physical damage to the vehicle as a result of snow plow use.

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3.1.8 ADDITIONAL REQUIREMENTS:

**3.1.8.1 Unlimited mileage for round trip (Daily) rentals
(Excludes Box Trucks & Refrigerated Trucks).**

**3.1.8.1.1 No additional mileage fees will be permitted
for round trip Daily Rentals on Pickup
Trucks and Cargo Vans.**

**3.1.8.2 One-way rentals will not incur a drop off fee for one-
way rentals up to 500 miles.**

**3.1.8.2.1 Fees may be charged at the rate listed in the
Exhibit_A Pricing Pages for one-way rental
drop offs beyond 500 miles of the
originating rental location.**

**3.1.9 REPORTS: Vendor must provide to the WV Purchasing Division
quarterly utilization reports containing, at a minimum, the
following information pertaining to the State of West Virginia
agencies, boards, commissions, and political subdivisions:**

3.1.9.1 Ordering Entity

3.1.9.2 Purchase order or Delivery order number

3.1.9.3 Dates of rental

3.1.9.4 Vehicle description

3.1.9.5 Quantity,

3.1.9.6 Price.

These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

PERIOD END

December 31

March 31

June 30

September 30

REPORT DUE

January 31

April 30

July 31

October 31

Failure to provide the quarterly reports may be grounds for contract cancellation.

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

4.2 Pricing Pages: Vendor should complete the Exhibit_A Pricing Pages by entering pricing for each commodity item. The Exhibit_A Pricing Pages consist of four (4) tabs designated as “Daily Rates”, “Weekly Rates”, “Monthly Rates”, and “Total Overall Bid”. The pricing page has been provided in Excel and formatted to calculate each commodity line total and overall total bid when the pricing for each commodity item is entered into the corresponding box. It is the Vendor’s responsibility to ensure the totals are calculated correctly for their bid prior to bid submission. In the event an error occurs, Unit Price shall prevail. The Purchasing Division reserves the right to correct any errors. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor’s bids being disqualified.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. 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 shall accept on-line orders through a secure internet ordering portal/website. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Vendor is expected to become familiar with the

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Purchasing Entities' policies and procedures regarding ordering of services under this Contract.

Contract and Purchase/Delivery Order numbers shall be shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

All communications concerning administration of orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

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

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within forty-eight (48) hours after orders are received for Cargo Vans and Pickup Trucks and seventy-two (72) hours for Box Trucks for local rentals. Vendor shall deliver emergency orders within twenty-four (24) hours after orders are received. Orders for "Special Option" equipped vehicles are exempt from delivery times and are subject to mutual agreement between the Vendor and the Purchasing Entity. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the

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return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

7. VENDOR DEFAULT:

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

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

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

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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

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

Contract Manager: Scott Davison
Telephone Number: 304 415 3278
Fax Number: _____
Email Address: Scott.a.davison@ehi.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC2200000009

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 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.

EAN Holdings LLC

Company



Authorized Signature

2/01/2022

Date

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