



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 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1365725

Procurement Type: Central Purchase Order

Vendor ID: 000000176670

Legal Name: WHITESIDE OF ST CLAIRSVILLE INC

Alias/DBA:

Total Bid: \$49,980.00

Response Date: 02/14/2024

Response Time: 9:54

Responded By User ID: Bmcculley21

First Name: BRIAN

Last Name: MCCULLEY

Email: bmcculley@whitesides.com

Phone: 740-699-2421

SO Doc Code: CRFQ

SO Dept: 0704

SO Doc ID: INS2400000004

Published Date: 2/12/24

Close Date: 2/14/24

Close Time: 13:30

Status: Closed

Solicitation Description: One (1) 2024 Mid-Size SUV for Special Investigative Unit

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1365725
Solicitation Description: One (1) 2024 Mid-Size SUV for Special Investigative Unit
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2024-02-14 13:30	SR 0704 ESR02142400000004069	1

VENDOR
 000000176670
 WHITESIDE OF ST CLAIRSVILLE INC

Solicitation Number: CRFQ 0704 INS2400000004
Total Bid: 49980
Response Date: 2024-02-14
Response Time: 09:54:33
Comments:

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	One (1) 2024 Mid-Size SUV for Special Investigative Unit	1.00000	EA	49980.000000	49980.00

Comm Code	Manufacturer	Specification	Model #
25101507			

Commodity Line Comments:

Extended Description:

One (1) 2024 Mid-Size SUV for Special Investigative Unit
This vehicle will be replacing a vehicle with a blown transmission.



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
 Vehicles

Proc Folder: 1365725		Reason for Modification:	
Doc Description: One (1) 2024 Mid-Size SUV for Special Investigative Unit		Addendum #1 is issued to publish agency responses to vendor submitted questions.	
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-02-12	2024-02-14 13:30	CRFQ 0704 INS2400000004	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 176670
 Vendor Name: WHITESIDE OF ST. CLAIRSVILLE, INC.
 Address:
 Street: 50714 NATIONAL ROAD
 City: ST. CLAIRSVILLE
 State: OHIO Country: USA Zip: 43950
 Principal Contact: BRIAN MCGILLEY 740-695-0211
 Vendor Contact Phone: 800-610-0211 Extension: 2421
 740-695-0211

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X *[Signature]* FEIN# 34-1398756 DATE 2/13/2023

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 OIC's Special Investigations Division to establish a contract to purchase One (1) 2024 Mid-Size SUV per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
OFFICES OF THE INSURANCE COMMISSIONER PO BOX 50540		OFFICES OF THE INSURANCE COMMISSIONER 900 PENNSYLVANIA AVE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	One (1) 2024 Mid-Size SUV for Special Investigative Unit	1.00000	EA	\$49980 ⁰⁰	\$49980 ⁰⁰

Comm Code	Manufacturer	Specification	Model #
25101507	GM	BUICK ENGLAVE	4NH56

Extended Description:

One (1) 2024 Mid-Size SUV for Special Investigative Unit
This vehicle will be replacing a vehicle with a blown transmission.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page
INS2400000004	Final	One (1) 2024 Mid-Size SUV for Special Investigative Unit	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ 0704 INS2400000004

Addendum Number: No.01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To publish agency responses to vendor submitted questions.

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.

ATTACHMENT A

RFI: Questions from vendors for INS 24*01 Mid-Size Suv's

Q.1. Would 112" Wheelbase be considered?

A.

NO

Q.2. Would a new 2023 model be considered? Pending all other options are met?

A.

NO

That Ellie
2-7-24

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ INS24*04

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 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. CHARLESVILLE, INC
Company

John Humphrey
Authorized Signature

02/13/2024
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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
 Vehicles

Proc Folder: 1365725		Reason for Modification:	
Doc Description: One (1) 2024 Mid-Size SUV for Special Investigative Unit		Addendum #1 issued to publish agency responses to all vendor submitted questions.	
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-02-08	2024-02-14 13:30	CRFQ 0704 INS2400000004	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 176670

Vendor Name : WHITESIDE OF ST. CLAIRSVILLE INC

Address : 50714 National Road
 St. Clairsville, OH 43950

Street : 50714 NATIONAL ROAD

City : ST. CLAIRSVILLE Country : USA Zip : 43950

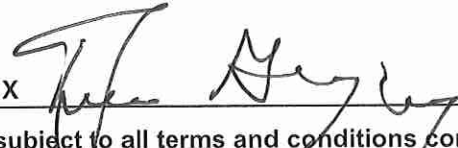
State : OHIO

Principal Contact : BRIAN McColliey

Vendor Contact Phone: 800-610-0211 Extension: 2421

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X  FEIN# 34-1398756 DATE 2/13/24

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 OIC's Special Investigations Division to establish a contract to purchase One (1) 2024 Mid-Size SUV per the attached specifications and terms and conditions.

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OFFICES OF THE INSURANCE COMMISSIONER PO BOX 50540		OFFICES OF THE INSURANCE COMMISSIONER 900 PENNSYLVANIA AVE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	One (1) 2024 Mid-Size SUV for Special Investigative Unit	1.00000	EA	\$49980 ⁰⁰	\$49980 ⁰⁰

Comm Code	Manufacturer	Specification	Model #
25101507	GM	BUICK ENCLAR	4NH56

Extended Description:

One (1) 2024 Mid-Size SUV for Special Investigative Unit
This vehicle will be replacing a vehicle with a blown transmission.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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Brian McCulley

From: Hager III, Joseph E <joseph.e.hageriii@wv.gov>
Sent: Tuesday, January 30, 2024 3:31 PM
To: Joseph E Hager III
Subject: Solicitation Notification CRFQ INS24*04 One (1) Mid-Size SUV
Attachments: SolicitationNotification_CoverLetter INS.pdf

2/14

Caution: This is an external email, please take care when clicking links or opening attachments. When in doubt, contact your IT Department

State of West Virginia Bid Opportunity

1:30

Solicitation Type CRFQ
Solicitation No. INS2400000004
Description: One (1) Mid-Size SUV
Deadline for Q&A: 2/06/2024 @ 4:00 PM ET
Bid Closing Date and Time: 2/14/2024 @ 1:30 PM ET

Dear Potential Bidder:

Your business has been identified as a potential vendor by the requesting agency for the solicitation noted above.

Should your business be interested in this bid opportunity, please visit www.wvOASIS.gov, and click on the Vendor Self Service (VSS) Portal. At the welcome screen, please review any announcements and log into your account or click on the "Public Access" button in the bottom left of the page in order to view the *West Virginia Purchasing Bulletin*. At the *West Virginia Purchasing Bulletin* page, you may view all bid opportunities or you may search for the solicitation noted above by typing the solicitation number in the "keyword search" box. All modifications to solicitations prior to award will be noted as an "addendum" and also available at this same location.

The *West Virginia Purchasing Bulletin* lists all bid opportunities more than \$5,000 for the state of West Virginia. Solicitations prefaced with an "A" are agency-delegated bid opportunities expected to be \$50,000 or less; those prefaced with an "C" are central Purchasing Division solicitations expected to exceed \$50,000.

1/6" WB
V6
18"
5 Pass
SUV, Gray, W/19E



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
 Vehicles

Proc Folder: 1365725			Reason for Modification:
Doc Description: One (1) 2024 Mid-Size SUV for Special Investigative Unit			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-01-30	2024-02-14 13:30	CRFQ 0704 INS2400000004	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 176670

Vendor Name : WHITESIDE OF ST. CLAIRSVILLE INC

Address : 50714 National Road
 St. Clairsville, OH 43950

Street : 50714 NATIONAL RD

City : ST CLAIRSVILLE

State : OHIO Country : USA Zip : 43950

Principal Contact : BRIAN MCGUIREY

Vendor Contact Phone: 740-695-0211 Extension: 2421

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X

FEIN# 34-1398756 DATE 2/13/24

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 OIC's Special Investigations Division to establish a contract to purchase One (1) 2024 Mid-Size SUV per the attached specifications and terms and conditions.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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SCHEDULE OF EVENTS

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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 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email:

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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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*. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wvOASIS* are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in *wvOASIS*. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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:

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 must 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: 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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: 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 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. 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.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wvOASIS* or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of _____
_____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

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

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

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

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

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

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

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

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

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

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

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

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.c, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

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

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

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Printed Name and Title) Brian McColley, Fleet Mgr
WHITESIDE OF ST. CLAIRSVILLE INC
(Address) 50714 National Road
St. Clairsville, OH 43950
(Phone Number) / (Fax Number) 740-695-0211 / 740-695-1756
(email address) Fleet@whitesides.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

WHITESIDE OF ST. CLAIRSVILLE INC

50714 National Road

St. Clairsville, OH 43950

(Company) The Higley
(Signature of Authorized Representative) [Signature]
(Printed Name and Title of Authorized Representative) (Date) Brian McColley, Fleet Mgr 2/14/2024
(Phone Number) (Fax Number) 740-695-0211 / 740-695-1756
(Email Address) Fleet@whitesides.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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 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 _____
John Meyers
Authorized Signature _____
Date 2/14/2024

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

**REQUEST FOR QUOTATION
CRQS INS240000005
One (1) 2024 Mid-Size SUV
FOR THE OFFICE OF INSURANCE COMMISSIONER (OIC)**

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of OIC's Special Investigations Division to establish a contract to purchase One (1) 2024 Mid-Size SUV.

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" means the list of items identified in Section 3.1 below and on the Pricing Page.

2.2 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

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

2.4 "Warranty" means the written guarantee issued with new motor vehicles or related equipment. It defines the manufacturer's responsibility for the repair or replacement of defective parts and other services provided as part of the purchase price. A warranty can be nullified if the user does not follow certain stipulations of the manufacturer, such as preventive maintenance.

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Vendor shall provide the Agency with the Contract Items listed below. Contract Item must meet or exceed the mandatory requirements as shown below.

3.1.1 A total of one (1) 2024 Mid-size SUV.

REQUEST FOR QUOTATION
CRQS INS240000005
One (1) 2024 Mid-Size SUV
FOR THE OFFICE OF INSURANCE COMMISSIONER (OIC)

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

- A. Wheelbase – 116 inch minimum
- B. Width excluding mirrors – 77 inch minimum
- C. Power steering
- D. Brakes - Power/ 4-wheel antilock disc brakes
- E. Engine – V6 (**Minimum**)
- F. Transmission - automatic
- G. Keyless Entry
- H. Tires -18 inch all-season tires with full size spare
- I. Cruise Control and tilt wheel
- J. Drive – 4 Wheel / All-Wheel Drive
- K. Passenger Seating – 5 minimum (including driver)
- L. Doors – 4 minimum
- M. Audio – AM/FM Stereo with Apple Car Play
- N. Manufacturer’s standard tint glass
- O. License plate mounts located on the front and rear bumpers. Prior to delivery, all vehicles must be pre-drilled, with hardware installed, to meet specification that require both front and rear license plates
- P. Exterior power, left and right mirrors
- Q. Manufacturer’s tire jack
- R. Rear window defogger
- S. Seats – Front bucket cloth seats
- T. All Weather floor liner package for seating rows and cargo areas.
- U. Air conditioning
- V. Front driver and passenger air bags.
- W. Color – Silver, Gray, or White
- X. Tow package
- Y. Power windows and locks on all doors

3.1.3 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 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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One (1) 2024 Mid-Size SUV
FOR THE OFFICE OF INSURANCE COMMISSIONER (OIC)

- 3.1.3.1** 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.
- 3.1.3.2** All standard safety features required by Federal and State law, shall be included.
- 3.1.3.3** Vehicle 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 vehicle class placed against the contract.
- 3.1.3.4** Vehicle must not have manufacturer's base model equipment deleted unless specifically required within the specifications.
- 3.1.4 Fuel Type:** Vehicle shall be gasoline powered.
- 3.1.5 Pre-Delivery Inspection:** Prior to delivery, vehicle must be thoroughly inspected and serviced in compliance with the manufacturer's prescribed procedures which includes but 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 and balance tires
 - F.** Wash/Clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, etc. Window sticker needs to be removed and placed inside the vehicle.
 - G.** Include a minimum of one owner's manual.
 - H.** Upon delivery, the vehicles fuel tank shall be full of fuel
 - I.** Include temporary license
 - 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 bumper, mud flaps, etc. Vehicle delivered with such advertising shall be rejected.

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One (1) 2024 Mid-Size SUV
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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 inspections/servicing procedures and made adjustments as necessary.

3.1.6 Workmanship: Vehicle shall be free from defects that may impair its operation, safety, emissions, and serviceability, or detract from appearance.

3.1.7 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 with, or as a part of, the vehicle. This information shall be in hard copy form. The handbooks shall include as a minimum the vehicle's operator's manual, vehicle maintenance handbook, and special equipment handbook.

3.1.8 Statement of Origin or Bill of Sales: 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.

A. Vehicle identification number (VIN) must be supplied to Fleet Management Office by email, referencing the purchase order number, the year, make, model, and color of vehicle to the following email address: fleet@wv.gov This information must be received within ten (10) working days prior to delivery.

B. Upon delivery of the vehicle, all documentation (Title Application, State of Origin, Delivery/Odometer Statement, etc.) in original form must be mailed or hand carried to:

Department of Administration
Fleet Management Office
Capitol Complex, Building 17
2101 Washington Street, East
PO Box 50121
Charleston, WV 25305

**REQUEST FOR QUOTATION
CRQS INS24000005
One (1) 2024 Mid-Size SUV
FOR THE OFFICE OF INSURANCE COMMISSIONER (OIC)**

3.1.9 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 manufacturer’s standard Basic Corrosion and Powertrain warranty.
- C.** The warranty shall include furnishing, without cost to the agency, (FOB vendor’s 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 placement of the failed or malfunctioned part(s) or assemblies shall be borne by the vendor.
- D. Warranty Extensions-** If the vendor receives from any supplier, manufacturer, or subcontractor additional warranty coverage on the whole or any component of the vehicle, in the form of time and/or mileage including any pro rata arrangements, or the vendor generally extends to its commercial customers a greater or extended warranty coverage, the agency shall receive corresponding warranty benefits.

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

4. PAYMENT:

- 1. Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The original invoice, Certificate of Origin, odometer statement, and title application must be completed and delivered to the Fleet Management Division, 2101 Washington Street, Charleston, WV 25305, Attention: Ms. Becky Farmer.

REQUEST FOR QUOTATION
CRQS INS24000005
One (1) 2024 Mid-Size SUV
FOR THE OFFICE OF INSURANCE COMMISSIONER (OIC)

5. DELIVERY AND RETURN:

5.1 Shipment and Delivery: Vendor shall deliver the Contract items within eight (8) months after being awarded this Contract and receiving a purchase order or notice to proceed. Contract items must be delivered to Surplus Property, 2700 Charles Avenue, Dunbar, WV 25064.

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

Any Agency seeking to obtain the Contract items from a third party under this provision must first obtain approval of the Purchasing Division.

5.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

5.4 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.

5.5 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. 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.

6.0 VENDOR DEFAULT:

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

6.1.1 Failure to provide Contract items in accordance with the requirements contained herein.

**REQUEST FOR QUOTATION
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One (1) 2024 Mid-Size SUV
FOR THE OFFICE OF INSURANCE COMMISSIONER (OIC)**

6.1.2 Failure to comply with other specifications and requirements contained herein.

6.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

6.1.4 Failure to remedy deficient performance upon request.

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

6.2.1 Immediate cancellation of the Contract.

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

6.2.3 Any other remedies available in law or equity.

7.0 MISCELLANEOUS:

Contract Manager:

BRIAN McCulley

Telephone:

740-695-0211

Fax:

740-695-1756

Email:

fleet@whitesides.com



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

Mark D. Scott
CABINET SECRETARY

2019 WASHINGTON STREET, EAST
CHARLESTON, WEST VIRGINIA 25305-0130

W. MICHAEL SHEETS
DIRECTOR

State of West Virginia Bid Opportunity

Solicitation Type CRFQ
Solicitation No. INS2400000004
Description: One (1) Mid-Size SUV
Deadline for Q&A: 2/06/2024 @ 4:00 PM ET
Bid Closing Date and Time: 2/14/2024 @ 1:30 PM ET

Dear Potential Bidder:

Your business has been identified as a potential vendor by the requesting agency for the solicitation noted above.

Should your business be interested in this bid opportunity, please visit www.wvOASIS.gov, and click on the Vendor Self Service (VSS) Portal. At the welcome screen, please review any announcements and log into your account or click on the "Public Access" button in the bottom left of the page in order to view the *West Virginia Purchasing Bulletin*. At the *West Virginia Purchasing Bulletin* page, you may view all bid opportunities or you may search for the solicitation noted above by typing the solicitation number in the "keyword search" box. All modifications to solicitations prior to award will be noted as an "addendum" and also available at this same location.

The *West Virginia Purchasing Bulletin* lists all bid opportunities more than \$5,000 for the state of West Virginia. Solicitations prefaced with an "A" are agency-delegated bid opportunities expected to be \$50,000 or less; those prefaced with an "C" are central Purchasing Division solicitations expected to exceed \$50,000.

Additional information may be accessed by clicking on the summary or details of the solicitation.

Should you decide to bid on this opportunity, you may submit a bid through the acceptable delivery methods including electronic submission via wvOASIS system, hand delivery, delivery by courier, or by facsimile; however, the Purchasing Division cannot accept bids via electronic mail.

Thank you for your interest in doing business with the State of West Virginia. Should you have any questions regarding becoming a registered vendor with the Purchasing Division, please visit our vendor registration webpage at <http://www.state.wv.us/admin/purchase/VendorReg.html>.

West Virginia Purchasing Division
WVPurchasing.gov



Whiteside of St Clairsville Inc

Brian McCulley | 740-699-2421 | fleet@whitesides.com

Whiteside of St Clairsville Inc

Prepared By:



Brian McCulley

Whiteside of St Clairsville Inc

740-699-2421

fleet@whitesides.com

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Whiteside of St Clairsville Inc

Brian McCulley | 740-699-2421 | fleet@whitesides.com

Vehicle: [Retail] 2024 Buick Enclave (4NH56) AWD 4dr Essence (Complete)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	Rating Not Available
Rear Gross Axle Weight Rating:	Rating Not Available
Gross Vehicle Weight Rating:	Rating Not Available

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Vehicle: [Retail] 2024 Buick Enclave (4NH56) AWD 4dr Essence (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	All Wheel Drive	Trans Order Code	M3W
Trans Type	9	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.69
Second Gear Ratio (:1)	3.30	Third Gear Ratio (:1)	3.01
Fourth Gear Ratio (:1)	2.44	Fifth Gear Ratio (:1)	1.92
Sixth Gear Ratio (:1)	1.44	Reverse Ratio (:1)	2.96
Clutch Size	N/A	Final Drive Axle Ratio (:1)	3.49
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Seventh Gear Ratio (:1)	1.00	Eighth Gear Ratio (:1)	0.75
Ninth Gear Ratio (:1)	0.62		

Mileage

EPA Fuel Economy Est - Hwy	25 (2023) MPG	Cruising Range - City	368.90 mi
EPA Fuel Economy Est - City	17 (2023) MPG	Fuel Economy Est-Combined	20 (2023) MPG
Cruising Range - Hwy	542.50 mi	EPA MPG Equivalent - City	N/A
EPA MPG Equivalent - Hwy	N/A	EPA MPG Equivalent - Combined	N/A
Estimated Battery Range	N/A		

Engine

Engine Order Code	LFY	Engine Type	Gas V6
Displacement	3.6L/217	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	310 @ 6800	SAE Net Torque @ RPM	266 @ 2800

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Maximum Alternator Capacity (amps)	170
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Cooling System

Total Cooling System Capacity	N/A		
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Vehicle: [Retail] 2024 Buick Enclave (4NH56) AWD 4dr Essence (✔ Complete)

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	8.9 (2023)	EPA Greenhouse Gas Score	N/A
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Vehicle

EPA Classification	4WD Sport Utility Vehicle
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Chassis

Weight Information

Base Curb Weight	4568 lbs	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Maximum Payload Capacity	N/A
Curb Weight	N/A	Total Option Weight	0.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	5000 lbs	Wt Distributing Hitch - Max Tongue Wt.	500 lbs
Maximum Trailering Capacity	N/A		

Suspension

Suspension Type - Front	MacPherson Strut	Suspension Type - Rear	5-Link
Suspension Type - Front (Cont.)	N/A	Suspension Type - Rear (Cont.)	N/A
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	Q3N	Rear Tire Order Code	Q3N
Spare Tire Order Code	ZCD	Front Tire Size	P255/55R20
Rear Tire Size	P255/55R20	Spare Tire Size	T135/70R18

Wheels

Front Wheel Size	20 x -TBD- in	Rear Wheel Size	20 x -TBD- in
Spare Wheel Size	18 x 4.5 in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

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Chassis

Steering

Steering Type	Electric	Steering Ratio (:1), Overall	N/A
Lock to Lock Turns (Steering)	N/A	Turning Diameter - Curb to Curb	39 ft
Turning Diameter - Wall to Wall	N/A		

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	N/A
Rear Brake Rotor Diam x Thickness	N/A	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	21.7 gal	Aux Fuel Tank Capacity, Approx	N/A
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Dimensions

Interior Dimensions

Passenger Capacity	7	Passenger Volume	157.3 ft³
Front Head Room	42.6 in	Front Leg Room	41.2 in
Front Shoulder Room	62.23 in	Front Hip Room	59.04 in
Second Head Room	39.87 in	Second Leg Room	38.3 in
Second Shoulder Room	61.64 in	Second Hip Room	57.66 in
Third Head Room	37.62 in	Third Leg Room	33.5 in
Third Shoulder Room	57.3 in	Third Hip Room	48.53 in

Exterior Dimensions

Wheelbase	120.93 in	Length, Overall	204.78 in
Width, Max w/o mirrors	78.8 in	Height, Overall	69.9 in
Track Width, Front	67.3 in	Track Width, Rear	67 in
Min Ground Clearance	7.5 in	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	N/A

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Vehicle: [Retail] 2024 Buick Enclave (4NH56) AWD 4dr Essence (✔ Complete)

Dimensions

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	N/A
Cargo Area Length @ Floor to Seat 3	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Cargo Volume to Seat 1	97.4 ft ³	Cargo Volume to Seat 2	57.7 ft ³
Cargo Volume to Seat 3	23.6 ft ³		

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Vehicle: [Retail] 2024 Buick Enclave (4NH56) AWD 4dr Essence (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
4NH56	2024 Buick Enclave AWD 4dr Essence

COLORS

CODE	DESCRIPTION
GXD	Moonstone Gray Metallic (Additional charge - premium paint. Includes Pitch Dark Night lower exterior accent color.)

EMISSIONS

CODE	DESCRIPTION
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements
NUB	Emissions, California (Included and only available with (NE1) Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements or (YF5) Emissions, California state requirements.)

ENGINE

CODE	DESCRIPTION
LFY	Engine, 3.6L V6, SIDI, VVT stop/start (310 hp [231 kW] @ 6800 rpm, 266 lb-ft of torque [359 N-m] @ 2800 rpm) (STD)

TRANSMISSION

CODE	DESCRIPTION
M3W	Transmission, 9-speed automatic (STD)

AXLE

CODE	DESCRIPTION
FXC	Axle, 3.49 final drive ratio

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION
1SL	Essence Preferred Equipment Group Includes Standard Equipment

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Vehicle: [Retail] 2024 Buick Enclave (4NH56) AWD 4dr Essence (✔ Complete)

WHEELS

CODE DESCRIPTION

QH5 Wheels, 20" (50.8 cm) Gloss Black (Included and only available with (HCR) Sport Touring Edition.)

TIRES

CODE DESCRIPTION

Q3N Tires, P255/55R20 all-season blackwall (Included and only available with 20" wheels.)

PAINT

CODE DESCRIPTION

GXD Moonstone Gray Metallic (Additional charge - premium paint. Includes Pitch Dark Night lower exterior accent color.)

SEAT TYPE

CODE DESCRIPTION

AR9 Seats, front buckets (STD)

SEAT TRIM

CODE DESCRIPTION

HNC Whisper Beige seats with Ebony interior accents, Perforated Leather-appointed seats

RADIO

CODE DESCRIPTION

IOS Audio system, 8" diagonal Buick Infotainment System includes multi-touch display, AM/FM/SiriusXM stereo, Bluetooth streaming audio for music and most phones, Android Auto and Apple CarPlay capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)

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Vehicle: [Retail] 2024 Buick Enclave (4NH56) AWD 4dr Essence (✔ Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
HCR	Sport Touring Edition includes (QH5) 20" Gloss Black aluminum wheels with black center cap and color tri-shield, unique sport grille with body-color surround and "Sport Touring" liftgate badging (Requires exterior color (G1W) White Frost Tricoat, (GXD) Moonstone Gray Metallic, (GB8) Ebony Twilight Metallic or (GNT) Cherry Red Tintcoat. Includes Pitch Dark Night lower accent color with all exterior colors. Not available with (PCI) Touring Package, LPO or any other RPO or LPO wheels. (QH5) 20" Gloss Black aluminum wheels with black center cap and color tri-shield replaces (SUB) 20" polished aluminum wheels when (PCJ) Experience Buick Package is ordered.)
PQA	Technology Package includes (KSG) Adaptive Cruise Control, (UGN) Enhanced Automatic Emergency Braking, (DRZ) Rear Camera Mirror, (UV2) HD Surround Vision and (UKK) Rear Pedestrian Alert
V92	Trailer Package, 5000 lbs. includes (V08) heavy-duty engine cooling system, (CTT) Hitch Guidance, (PZ8) Hitch Guidance with Hitch View and trailer hitch

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
CTT	Hitch Guidance (Included and only available with (V92) Trailering Package.)
PZ8	Hitch Guidance with Hitch View (Included and only available with (V92) Trailering Package.)
V08	Cooling system, heavy-duty (Included and only available with (V92) Trailering Package.)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
KSG	Adaptive Cruise Control (Included and only available with (PQA) Technology Package.)

ADDITIONAL EQUIPMENT - SAFETY-MECHANICAL

CODE	DESCRIPTION
UGN	Enhanced Automatic Emergency Braking vehicle forward movement, brake pre-fill and Intelligent Brake (Included and only available with (KSG) Adaptive Cruise Control.)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION
CWA	Rear Camera Mirror Washer (Included and only available with (DRZ) Rear Camera Mirror.)
DRZ	Rear Camera Mirror, inside rearview auto-dimming with full camera display (Included and only available with (PQA) Technology Package.)
UKK	Rear Pedestrian Alert (Included and only available with (UV2) HD Surround Vision.)
UV2	HD Surround Vision (Included and only available with (DRZ) Rear Camera Mirror.)

Options Total

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Whiteside of St Clairsville Inc

Brian McCullay | 740-699-2421 | fleet@whitesides.com

Whiteside of St.Clairsville, Inc.

50714 National Road E

St. Clairsville, Oh 43950

Tel: (740) 695-0211 • Fax: (740) 699-2473

www.whitesides.com

Vehicle: [Retail] 2024 Buick Enclave (4NH56) AWD 4dr Essence (Complete)

WHITESIDE

DEAL COUNTRY



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Standard Equipment

Package

Enhanced Buick Driver Confidence includes (UHX) Lane Keep Assist with Lane Departure Warning, (UKC) Lane Change Alert with Side Blind Zone Alert, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert, (UFG) Rear Cross Traffic Alert, (UKJ) Front Pedestrian Braking, (TQ5) Headlamp control, IntelliBeam auto high beam, (UD5) Front and Rear Park Assist and (UHY) Automatic Emergency Braking (When (PQA) Technology Package is ordered, (UGN) Enhanced Automatic Emergency Braking replaces (UHY) Automatic Emergency Braking.)

Mechanical

- Engine, 3.6L V6, SIDI, VVT stop/start (310 hp [231 kW] @ 6800 rpm, 266 lb-ft of torque [359 N-m] @ 2800 rpm) (STD)
- Transmission, 9-speed automatic (STD)
- Axle, 3.49 final drive ratio
- Keyless Start
- Engine control, stop-start system
- Engine control, stop-start system override
- Driver Mode Selector includes Stability Control Button and AWD Button (Includes Mode button when (V92) Trailering Package is ordered.)
- Chassis, All-Wheel Drive System with Driver Select
- Alternator, 170 amps
- GVWR, 6160 lbs. (2800 kg)
- Suspension, Premium Ride, 4-wheel independent
- Electronic Precision Shift
- Steering, power, electric
- Brakes, 4-wheel antilock, 4-wheel disc
- Brake, parking, electronic
- E10 Fuel capable
- Exhaust, dual-outlet stainless-steel with bright tips integrated in fascia
- Emissions, evaporative system, level 3

Exterior

- Wheels, 18" (45.7 cm) aluminum (STD)
- Tires, 255/65R18 SL, all-season, blackwall (STD)
- Wheel, spare, 18" x 4.5" (45.7 cm x 11.4 cm) steel

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Exterior

- Tire, compact spare, T135/70R18, blackwall
- Hood Insulator
- Roof rails, bright aluminized, integrated
- Spoiler, rear
- Moldings, rocker panel, unique accent color
- Moldings, bodyside, bright, chrome
- Mirrors, outside heated power-adjustable, manual-folding and driver-side auto-dimming, body-color with integrated turn signal indicators
- Headlamps, LED
- IntelliBeam, auto high beam control
- Headlamp control, automatic on and off
- Lamps, turn signal indicator
- Glass, deep-tinted
- Windshield, acoustic laminated
- Wipers, front intermittent
- Wiper, rear intermittent with washer
- Door handles, body-color with chrome insert
- Liftgate, power, hands free with projected logo (Buick tri-shield)

Entertainment

Audio system, 8" diagonal Buick Infotainment System includes multi-touch display, AM/FM/SiriusXM stereo, Bluetooth streaming audio for music and most phones, Android Auto and Apple CarPlay capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)

SiriusXM with 360L includes a trial subscription to the Platinum Plan. Experience more channels in the vehicle, a more personalized experience and easier navigation. (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

Active Noise Cancellation

Audio system feature, 6-speaker system

Wireless Apple CarPlay/Wireless Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

QuietTuning Buick process to reduce, block and absorb noise and vibration utilizing ultra-dissipative acoustic materials and Active Noise Cancellation to create a quiet interior cabin

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Entertainment

Audio system feature, USB ports, 6 total first row includes 1 auxiliary, dual USB (1Amp charge and data); 2nd row includes dual USB charging (2.1 Amps); 3rd row includes dual USB charging in rear outboard positions

Interior

Seats, front buckets (STD)

Seating, 7-passenger (2-2-3 seating configuration), includes 2nd row 40/40 Captains chairs with armrests featuring left seat fore/aft adjustment, right seat Pitch Slide for 3rd row access with fore/aft adjustment and 3rd row 60/40 split bench

Perforated leather-appointed seat trim

Seats, heated driver and front passenger

Seat adjuster, driver 8-way power

Seat adjuster, front passenger, 6-way power

Seat adjuster, power driver lumbar control

Seat adjuster, power passenger lumbar control

Head restraints, front, adjustable (up/down)

Head restraint, rear center seat

Seat, 60/40 split-folding third row bench, manual folding

Floor mats, front and rear auxiliary, all three rows (Deleted when LPO floor mats or LPO floor liners are ordered.)

Steering column, tilt and telescoping

Steering wheel, leather-wrapped

Steering wheel, heated

Steering wheel controls, mounted controls for audio, phone and cruise

Engine oil indicator

Windows, power driver with Express-Up/Down, front and rear passenger Express-Down

Instrumentation includes Driver Information Center, tachometer, speedometer, fuel, coolant temperature, battery, gear selector, outside air temperature and compass display

Driver Information Center, enhanced, 4.2" diagonal multi-color display includes speed and trip odometer, fuel economy and range, oil life, tire pressure, battery voltage and timer

Vehicle health management provides advanced warning of vehicle issues

Compass display located in the Driver Information Center

Door locks, power programmable with lockout protection

Keyless Open

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Interior

Universal Home Remote includes garage door opener, 3-channel programmable

Cruise control

Remote vehicle starter system extended range

Remote panic alarm

Theft-deterrent system vehicle, PASS-Key III, engine immobilizer with content theft alarm

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Air conditioning, refrigerant

Sensor, cabin humidity

Defogger, rear-window electric

Air filter, pollutant and fine dust

Glovebox, passenger-side of instrument panel

Wireless Phone Charging

Mirror, inside rearview auto-dimming

Visors, driver and front passenger illuminated vanity mirrors

Storage system, rear cargo area under floor

Buick Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Traction control, electronic

Automatic Emergency Braking

StabiliTrak Stability Control System with roll over mitigation

Safety-Exterior

Daytime Running Lamps, LED

Safety-Interior

Airbags, dual-stage frontal and side-impact for driver and front passenger driver inboard seat-mounted side-impact and roof-rail side-impact for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Passenger Sensing System (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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Safety-Interior

OnStar and Buick connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Safety Alert Seat

HD Rear Vision Camera

Front and Rear Park Assist

Forward Collision Alert

Front Pedestrian Braking

Rear Cross Traffic Alert

Following Distance Indicator

Lane Change Alert with Side Blind Zone Alert

Lane Keep Assist with Lane Departure Warning

Child seat restraint system, rear facing

Rear Seat Reminder

Door locks, rear child security lock, manual child lock system (rear door latch)

Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System includes Tire Fill Alert

Tool kit, road emergency

Horn, dual-note

3 Years of OnStar Remote Access The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myBuick mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

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WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Maintenance Note: First Visit: 12 Months/12,000 Miles

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