



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

State of West Virginia Master Agreement

Order Date: 02-04-2022

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

Order Number:	CMA 0212 0212 COMTRKRN22 1	Procurement Folder:	989405
Document Name:	COMTRKRN22	Reason for Modification:	AWARD OF CRFQ 0212 SWC220000009
Document Description:	Statewide Contract: Commercial Truck Rental Services		
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-02-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-01-31

VENDOR				DEPARTMENT CONTACT			
Vendor Customer Code:	VC0000017412			Requestor Name:	Mark A Atkins		
EAN HOLDINGS LLC				Requestor Phone:	(304) 558-2307		
148 CARRIER WAY STE H				Requestor Email:	mark.a.atkins@wv.gov		
SCOTT DEPOT	WV	25560					
US				<p style="color: red; font-size: 24px;">2 CFR 200 Compliant</p> <p style="font-size: 48px; font-weight: bold;">22</p> <p style="font-weight: bold;">FILE LOCATION _____</p>			
Vendor Contact Phone:	304-415-3278	Extension:					
Discount Details:							
	Discount Allowed	Discount Percentage	Discount Days				
#1	No	0.0000	0				
#2	No						
#3	No						
#4	No						

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

2-7-22 *MA*

Total Order Amount:	Open End
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Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <i>Tara</i> 2/1/2022 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM <i>John S. Gray</i> DATE: _____ ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION <i>Beverly Tiler</i> DATE: 2-9-2022 ELECTRONIC SIGNATURE ON FILE
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2/9/2022

Extended Description:

STATEWIDE CONTRACT:

The vendor, EAN Holdings LLC dba Enterprise Rent A Car Co. (a subsidiary of Enterprise Holdings, Inc.), agrees to enter into a Statewide Contract to provide Commercial Truck Rental Vehicles on an as-needed basis, per the specifications, bid requirements and terms and conditions of the Request for Quotations (CRFQ 0212 SWC220000009), Addendum #1 (dated 01/19/2022), Addendum #2 (dated 01/24/2022), and the vendor's bid dated 02/01/2022, all incorporated herein by reference and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	78111808			LS	0.000000
	Service From	Service To			

Commodity Line Description: Commercial Truck Rental Services

Extended Description:

Commercial Truck Rental Services:

See attached Exhibit_A Pricing Pages for Contract pricing.

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: This Contract becomes effective on February 01, 2022 and the initial contract term extends until One (1) Year.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

Other: See attached _____
Revised 07/01/2021

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.

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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether 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: \$1,000,000.00 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.

State of West Virginia must be listed as Additional Insured on the Insurance Certificate. Certificate Holder should read as follows:

State of WV
2019 Washington Street, East
Charleston, WV 25305

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

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

10. [Reserved]

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

_____ 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

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

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

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

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

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

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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.

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.

Scott Davissen Account Manager
(Name, Title)
Scott Davissen Account Manager
(Printed Name and Title)
148 Carrier Way Scott Depot WV 25560
(Address)
304 415 3278
(Phone Number) / (Fax Number)
Scott.a.davissen@ehi.com
(email address)

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

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.

EAN Holdings, LLC
(Company)

[Signature] VP/GM
(Authorized Signature) (Representative Name, Title)

Ross Esposito VP/GM
(Printed Name and Title of Authorized Representative)

2/1/22
(Date)

201 376 9220
(Phone Number) (Fax Number)

FEDERAL FUNDS ADDENDUM
2 C.F.R. §§ 200.317 – 200.327

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

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

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

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

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

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

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

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

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

FEDERAL FUNDS ADDENDUM

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

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

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

(2 C.F.R. § 200.321)

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

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

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

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

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

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

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

c. Definitions: For purposes of this section:

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

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

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

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

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

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

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

State of West Virginia
Purchasing Division

By: Mark Atkins

Printed Name: Mark Atkins

Title: Senior Buyer

Date: 2/01/2022

Vendor Name: EAN Holdings LLC

By: Ross Exposito

Printed Name: Ross Exposito

Title: VP/6M

Date: 2/01/2022

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

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

Currentness

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

5.2. Contract Cancellation.

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

5.2.1.a. The vendor agrees to the cancellation;

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

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

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

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

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

5.2.1.g. The contract was awarded in error.

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

the vendor with 30 days' notice of the cancellation.

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

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

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

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

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

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

5.4. Suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.6. Damages.

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

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

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

Credits

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

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

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

End of Document

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Government Works.

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

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page

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

SPECIFICATIONS

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

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Drivers”** means any properly licensed employees of a Purchasing Entity, 21 years of age or older when using the truck for business purposes.
 - 2.3 **“DRW”** means any vehicle with Dual Rear Wheels.
 - 2.4 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.5 **“Purchasing Entity”** means any eligible government State Agency, City, Municipality, or Political Subdivision located within the State of West Virginia that may purchase under the Contract.
 - 2.6 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7 **“SRW”** means any vehicle with Single Rear Wheels.
 - 2.8 **“24/7/365”** mean 24 hours per day, 7 days per week, 365 days per year.
 - 2.9 **“USDOT”** means United States Department of Transportation.
 - 2.10 **“Vendor”** means the Contractor or Contracted Entity who executes the Contract to Perform Commercial Vehicle/Truck Rental Services.

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Commercial Truck Rental Services

3. GENERAL REQUIREMENTS:

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

3.1.1 VENDER QUALIFICATIONS:

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

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

3.1.1.3 All Vendor franchises must operate under one corporate name.

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

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

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

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

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

3.1.2.1 RESEVATIONS: Vendor shall accept reservations made at least 48 hours in advance on local rentals and seven (7) calendar days in advance on one-way rentals.

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

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

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

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

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

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

3.1.2.1.6 When possible, the Purchasing Entity or Driver will notify the Vendor a minimum of eight (8) hours in advance of any change or travel plans necessitating vehicle cancellation or delayed pickup.

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

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

3.1.2.2 TRUCK PICKUP-RETURN:

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

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

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

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

3.1.2.2.4 Vehicle shall be furnished with a Full Tank of fuel at pickup.

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- 3.1.2.2.5 Vendor shall provide the Driver with accident, repair, and vehicle return instructions.
 - 3.1.2.2.6 Vendor shall provide the Driver a completed copy of the standard rental form showing the total charges to be billed for the rental.
 - 3.1.2.2.7 Vendor shall provide area maps free of charge upon Driver request.
- 3.1.2.3 **DRIVER:** Rent eligible vehicles to Drivers without any additional prequalification's, fees, or surcharges.
 - 3.1.2.3.1 Purchasing Entity may authorize more than one Driver to use the rental vehicle under the same terms and conditions of the Contract.
- 3.1.2.4 **INSURANCE:** Provide liability insurance and collision damage waiver at no additional cost to the purchasing entity within the United States.
 - 3.1.2.4.1 This insurance must also cover any optional items added at the time of rental.
- 3.1.2.5 **ON-LINE BOOKING-RESERVATION TOOL:** Provide an on-line booking tool for eligible Purchasing Entities that accesses the rates under the Contract.
 - 3.1.2.5.1 Vendor shall also maintain a toll free 24 hour per day reservation phone number where the Vendors' agents have access to the rates under the Contract.
 - 3.1.2.5.2 Vendor shall also accept reservations at franchise location via walk-in or local telephone number.
- 3.1.2.6 **INSTRUCTION/TRAINING:** Provide Driver instruction/training on the proper and safe operation of equipment at no additional cost.

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3.1.2.6.1 Vendor will provide the Purchasing Entity and Driver with a list of inspections items and instructions that the Driver should perform during the rental period.

3.1.2.7 CUSTOMER SERVICE PHONE NUMBER:
Provide a 24/7/365 customer service number accessible by a toll-free telephone number.

3.1.2.8 MAINTENANCE & OPERATING EXPENSES: All Maintenance and Operating expenses (excluding fuel) are the responsibility of the Vendor.

3.1.2.8.1 All vehicles supplied under the Contract shall have been maintained in accordance with the manufacturer's requirements, industry standards, and all applicable laws.

3.1.2.8.2 Purchasing Entity agrees to make the rented vehicle available for the purpose of inspection and/or maintenance every thirty (30) days.

3.1.2.9 TRUCK DOWNTIME: Upon notification by the Purchasing Entity and Driver, the Vendor shall immediately replace rented vehicle that becomes impaired or unsafe to operate.

3.1.2.9.1 Vendor will be responsible for all repairs and towing of vehicle except for circumstances resulting from the Driver's fault and which are not covered by the damage waiver.

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

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

3.1.2.10 EMERGENCY ROADSIDE ASSISTANCE:

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

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

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

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

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

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

3.1.2.11.2 Vendor, on behalf of itself and its franchisee, specifically waive any right to submit any claim against the State of West Virginia, the Purchasing Entity, and Driver for any physical damage, loss, vandalism, fire, theft, or any other costs such as downtime, loss of revenue, administrative expense, and other expenses, of a vehicle

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provided under the Contract, provided the vehicle was not used by the Driver in any manner listed in Specification 3.1.3.7.

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

- 3.1.2.12.1 Time,
- 3.1.2.12.2 Place,
- 3.1.2.12.3 Nature of accident or damage,
- 3.1.2.12.4 Names and address of parties involved,
- 3.1.2.12.5 Persons injured (if any),
- 3.1.2.12.6 Witnesses (if any),
- 3.1.2.12.7 Owners of property damaged,
- 3.1.2.12.8 Location at which the Vendor may examine the vehicle.

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

- 3.1.3.1 Maintain a sufficient number of vehicles on hand to meet the needs of the Purchasing Entity with advance reservations.
- 3.1.3.2 Certify odometer are accurate.
- 3.1.3.3 Standard equipment must include at a minimum the following:
 - 3.1.3.3.1 Automatic Transmission,
 - 3.1.3.3.2 Power Steering,
 - 3.1.3.3.3 Power Brakes,
 - 3.1.3.3.4 Air Conditioning,
 - 3.1.3.3.5 AM/FM Radio,
 - 3.1.3.3.6 Air Bags (if available from manufacturer),
 - 3.1.3.3.7 All Season Radial Tires,
 - 3.1.3.3.8 Meet all federal, state, and local vehicle safety standards, codes, and ordinances.
 - 3.1.3.3.9 Proper Fluid Levels (-20 °F for coolant protection).
 - 3.1.3.3.10 Full Tank Fuel,

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3.1.3.3.11 First aid kits, flares, and fire extinguishers upon request of Driver at no charge.

3.1.3.3.12 Non-Smoking vehicles,

3.1.3.3.13 In inclement weather, upon Driver request, provide snow tires as appropriate and ice scraper.

3.1.3.4 REFUELING:

3.1.3.4.1 Driver will return the vehicle with the same amount of fuel as when the Driver picked it up.

3.1.3.4.1.1 In the event a vehicle is returned with a lesser amount of fuel as listed on the rental delivery form, the Vendor may charge the Purchasing Entity the actual cost of fuel replaced.

3.1.3.4.1.2 The fuel replacement charge must be clearly listed on the invoice by a separate line item with the fueling date, gallons replaced, price per gallon, and the total price. Additionally, a copy of the actual fuel receipt must be included with the invoice charge.

3.1.3.5 VEHICLE LICENSING REQUIRMENTS:

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

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3.1.3.6 TRUCK CLASSES:

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

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

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

3.1.3.7.2 Any illegal purpose,

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

3.1.3.7.4 To carry passengers or property for hire.

3.1.3.7.5 In a test, race, or contest.

3.1.3.7.6 By unlicensed Purchasing Entity employees.

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

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

3.1.3.7.9 By a Driver who allows more passengers to occupy the vehicle than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws.

3.1.3.7.10 By a Driver or occupant who is smoking.

3.1.4 PRICING & MISCELLANEOUS FEES:

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

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

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

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

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

3.1.5 ADDITIONAL SERVICES:

3.1.5.1 One-Way Rental Drop Off Fees:

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

3.1.5.1.2 Mileage Rate:

3.1.5.1.2.1 An additional mileage fee for vehicle rentals driven beyond the included mileage listed on the Exhibit_A Pricing Pages may be charged at the rate established in the Pricing Pages

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

3.1.6 CONVENIENCE OPTION ITEMS:

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

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3.1.7 SPECIAL UPGRADED VEHICLE OPTIONS:

3.1.7.1 Power Lift Gate:

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

3.1.7.2 Snowplow:

- 3.1.7.2.1** Snowplow installed on rental vehicle.
- 3.1.7.2.2** An additional fee for the snow plow may be charged to the Base Rate of the vehicle per the established upgrade rate in the Exhibit_A Pricing Pages for daily, weekly, and monthly rentals.

3.1.8 ADDITIONAL REQUIREMENTS:

- 3.1.8.1** Unlimited mileage for round trip (Daily) rentals.
 - 3.1.8.1.1** No additional mileage fees will be permitted for round trip rentals.
- 3.1.8.2** One-way rentals will not incur a drop off fee for one-way rentals up to 500 miles.
 - 3.1.8.2.1** Fees may be charged at the rate listed in the Exhibit_A Pricing Pages for one-way rental drop offs beyond 500 miles of the originating rental location.

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

- 3.1.9.1** Ordering Entity
- 3.1.9.2** Purchase order or Delivery order number
- 3.1.9.3** Dates of rental
- 3.1.9.4** Vehicle description
- 3.1.9.5** Quantity,
- 3.1.9.6** Price.

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

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

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

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Exhibit_A Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Exhibit_A Pricing Pages by entering pricing for each commodity item. The Exhibit_A Pricing Pages consist of four (4) tabs designated as “Daily Rates”, “Weekly Rates”, “Monthly Rates”, and “Total Overall Bid”. The pricing page has been provided in Excel and formatted to calculate each commodity line total and overall total bid when the pricing for each commodity item is entered into the corresponding box. It is the Vendor’s responsibility to ensure the totals are calculated correctly for their bid prior to bid submission. In the event an error occurs, Unit Price shall prevail. The Purchasing Division reserves the right to correct any errors. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor’s bids being disqualified.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Mark.A.Atkins@wv.gov

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor shall accept on-line orders through a secure internet ordering portal/website. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Vendor is expected to become familiar with the Purchasing Entities' policies and procedures regarding ordering of services under this Contract.

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

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

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

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6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within two (2) calendar days after orders are received. Vendor shall deliver emergency orders within five (5) hours after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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

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

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

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

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Commercial Truck Rental Services

7. VENDOR DEFAULT:

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

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

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

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____



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

State of West Virginia
 Centralized Request for Quote
 Equip. Rental

Proc Folder: 989405	Reason for Modification: ADDENDUM_1
Doc Description: Statewide Contract: Commercial Truck Rental Services	
Proc Type: Statewide MA (Open End)	

Date Issued	Solicitation Closes	Solicitation No	Version
2022-01-19	2022-01-27 13:30	CRFQ 0212 SWC2200000009	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

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

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

ADDENDUM_1: Is issued for the following:

1. To extend the bid opening date and time from 1/25/2022 to 1/27/2022 at 1:30pm EST.
2. To publish the State's response to the questions submitted by Vendors during the Technical Questioning period.
3. To extend the Technical Questioning period to 1/21/2022 due by 2:00pm EST.
4. To publish the revised Exhibit_A Pricing Pages to reflect the modification of the specifications as requested in the technical questions.

No other changes made.

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

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

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

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

Comm Code	Manufacturer	Specification	Model #
78111808			

Extended Description:

Commercial Truck Rental Services

SCHEDULE OF EVENTS

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

SOLICITATION NUMBER: CRFQ 0212 SWC2200000009
Addendum Number: 1

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

Applicable Addendum Category:

- Modify bid opening date and time from 1/25/2022 to 1/27/2022 at 1:30pm EST.
- Modify specifications of product or service being sought in this addendum.
- Attachment of vendor questions and responses
- Extend Technical Question deadline to 1/21/2022 due by 2:00pm EST.
- Attach Exhibit_A Pricing Pages (Revised 1/14/2022).

Description of Modification to Solicitation:

- 1. To extend the bid opening date and time from 1/25/2022 to 1/27/2022 at 1:30pm EST.**
- 2. To publish the State’s response to the questions submitted by Vendors during the Technical Questioning period.**
- 3. To extend the Technical Questioning period to 1/21/2022 due by 2:00pm EST.**
- 4. To publish the Exhibit_A Pricing Pages (Revised 1/14/2022) to reflect the modification of the specifications as requested in the technical questions.**

No other changes made.

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

Terms and Conditions:

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

Question #1: 3.1.2.1 RESERVATIONS: Vendor shall accept reservations made at least 48 hours in advance on local rentals and seven (7) calendar days in advance on one-way rentals. **It's common practice in the industry for 48 hours notice to be sufficient for cargo vans and pickup trucks or what we classify as light duty but for medium duty including all box trucks, would the state be willing to amend timeframe to 72 hours notice?

Response #1: Specification 3.1.2.1 will be changed to: **3.1.2.1 RESERVATIONS:** Vendor shall accept reservations made at least 48 hours (for Cargo Vans and Pickup Trucks) and 72 hours (for Box Trucks) in advance on local rentals and seven (7) calendar days in advance on one-way rentals. Reservations for "Special Option" equipped vehicles are exempt from this requirement and the delivery time for these vehicles are upon mutual agreement with the end user.

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

Question #2: 3.1.2.9 TRUCK DOWNTIME: Upon notification by the Purchasing Entity and Driver, the Vendor shall immediately replace rented vehicle that becomes impaired or unsafe to operate. **It's a general practice in the medium duty truck space to provide a roadside vendor for basic repairs to minimize vehicle downtime. However, in the event that a vehicle can't be repaired via a mobile vendor, would the state be willing to amend the specifications to supplement a temporary vehicle from the next available vehicle class or larger if a similar replacement is unavailable within 24 hours?

Response #2: Specification 3.1.2.9 will be changed to read: **3.1.2.9 TRUCK DOWNTIME:** Upon notification by the Purchasing Entity or Driver that the vehicle has become impaired or unsafe to operate, the Vendor shall immediately dispatch a mobile vendor to repair the vehicle. In the event the vehicle cannot be repaired within four (4) hours after notification of the vehicle failure, the Purchasing Entity and/or Driver may choose to wait for the repair of the inoperable vehicle or request a supplement or temporary vehicle of equal size or larger shall be made available within 24 hours.

Question #3: 3.1.4.1 Vendor shall charge the rates listed in the Exhibit A Pricing Page for the rental of trucks at each branch location. **In the event that there is a specific vehicle in Exhibit A that a supplier can not provide, would the state still be willing to award that supplier with the contract with the exception of that vehicle class?

Response #3: It is the State's preference to provide all the vehicle classes listed on the pricing pages to service the end users of the resulting contract from this solicitation. However, per the Instructions to Bidders document **Item 11 EXCEPTIONS AND CLARIFICATION** and **Item 20 ACCEPTANCE/REJECTION**, the State may exercise the right to issue a partial award of items if it is determined to be in the best interest of the State.

Question #4: 3.1.7.2 Snowplow: 3.1.7.2.1 Snowplow installed on rental vehicle. 3.1.7.2.2 An additional fee for the snow plow may be charged to the Base Rate of the vehicle per the established upgrade rate in the Exhibit_A Pricing Pages for daily, weekly, and monthly rentals. **In the event that a supplier can not provide installation of a snow plow package, would the State of West Virginia be willing to amend the specifications to allow the state to utilize a reputable third party vendor for installation and removal at the state's expense as outlined in a contractual addendum?

Response #4: The State cannot accept any additional charges/expenses not outlined in the Specifications or established in the Pricing Pages attached to this solicitation. If the successful bidder and subsequent contract award requires a third party upfitter to install a "Special Option", the vendor should consider that price into their bid offering and provide pricing in the pricing pages accordingly. The State cannot pay an additional vendor directly and would be only able to pay the vendor awarded on the contract. All the State is seeking is an additional upgrade charge for the "Special Upgraded Vehicle Options" (snow plows and power lift gates) when a special option is requested and may be added to a rented vehicle to satisfy the needs of the end user.

Question #5: 3.1.8.1 Unlimited mileage for round trip (Daily) rentals. 3.1.8.1.1 No additional mileage fees will be permitted for round trip rentals. **It's a common practice in the industry due to the nature of the cost, depreciation, and maintenance of medium duty vehicles (16', 26' trucks) to include a per mile charge. Would the state be willing to amend and give a concession on these specific vehicle classes to allow a cost per mile to ensure the most competitive pricing?

Response #5: Specification 3.1.8.1 will be changed to read: 3.1.8.1 Unlimited mileage for round trip (Daily) rentals (Excludes Box Trucks & Refrigerated Trucks).

Specifications 3.1.8.1.1 will be changed to read: 3.1.8.1.1 No additional mileage fees will be permitted for round trip Daily Rentals on Pickup Trucks and Cargo Vans.

The Exhibit_A Pricing Pages have been revised and published to reflect the specification changes.

Question #6: 3.1.8.2 One-way rentals will not incur a drop off fee for one-way rentals up to 500 miles.

****Is there any specific data or examples as to how this would apply? Due to the rising costs of CPI, this is not a common practice without a fee per mile. Would the State of West Virginia be willing to amend to include a cost per mile?**

Response #6: The Pricing Pages have been revised to include a cost per mile charge for one-way rentals exceeding 500 miles.

Vendor Name:		Rental Duration				
Line	Truck Classifications	Annual Estimated Quantity (Each)	*Daily Rate (Per Day Rate)	Weekly Rate (Per Week Rate)	Monthly Rate (Per Month Rate)	Extended Cost
1	Box Trucks					
1.1	Small: 10-15 foot long, minimum 3,000 lb. payload	30	\$0.00			\$0.00
1.2	Medium: 16-20 foot long, minimum 3,500 lb. payload	50	\$0.00			\$0.00
1.3	Large: 21-26 foot long, minimum 9,000 lb. payload	25	\$0.00			\$0.00
2	Heavy Duty Pick Up (3/4 Ton)					
2.1	Standard Cab Two Wheel Drive (SRW)	10	\$0.00			\$0.00
2.2	Standard Cab Four Wheel Drive (SRW)	20	\$0.00			\$0.00
2.3	Crew Cab Two Wheel Drive (SRW)	10	\$0.00			\$0.00
2.4	Crew Cab Four Wheel Drive (SRW)	30	\$0.00			\$0.00
2.5	Extra Cab Two Wheel Drive (SRW)	10	\$0.00			\$0.00
2.6	Extra Cab Four Wheel Drive (SRW)	30	\$0.00			\$0.00
3	Heavy Duty Pick Up (1 Ton)					
3.1	Standard Cab Two Wheel Drive (SRW)	5	\$0.00			\$0.00
3.2	Standard Cab Four Wheel Drive (SRW)	10	\$0.00			\$0.00
3.3	Crew Cab Two Wheel Drive (SRW)	10	\$0.00			\$0.00
3.4	Crew Cab Four Wheel Drive (SRW)	30	\$0.00			\$0.00
3.5	Extra Cab Two Wheel Drive (SRW)	10	\$0.00			\$0.00
3.6	Extra Cab Four Wheel Drive (SRW)	20	\$0.00			\$0.00
3.7	Crew Cab Two Wheel Drive (DRW)	5	\$0.00			\$0.00
3.8	Crew Cab Four Wheel Drive (DRW)	10	\$0.00			\$0.00
3.9	Extra Cab Two Wheel Drive (DRW)	5	\$0.00			\$0.00
3.10	Extra Cab Four Wheel Drive (DRW)	10	\$0.00			\$0.00
4	Refrigerated Truck					
4.1	18 to 26 foot long	5	\$0.00			\$0.00
5	Stakebed					\$0.00
5.1	16-24 foot long	10	\$0.00			\$0.00
5.2	24- 26 foot long	10	\$0.00			\$0.00
6	Cargo Vans (Larger than 2,500 lbs payload)					
6.1	Standard	20	\$0.00			\$0.00
6.2	European Style	10	\$0.00			\$0.00
6.3	Extended	20	\$0.00			\$0.00
6.4	Hightop	20	\$0.00			\$0.00
7	Additional Services					
7.1	One Way Rental Drop Fee for over 500 Miles	5	\$0.00			\$0.00
7.2	One Way Rental Mileage Rate**(Per Mile Rate Charge for Box & Refrigerated Trucks driven over 500 miles)(Per Mile Charge)	5000	\$0.00			\$0.00
7.3	Mileage Rate**(Per Mile Rate Charge for Daily Rentals driven over 500 miles per day)(Box Trucks & Refrigerated Trucks only)(Per Mile Charge)	2500	\$0.00			\$0.00
8	Special Upgraded Vehicle Options					
8.1	Power Lift Gate (upgrade addition to vehicle base rate)(Per Vehicle)	20	\$0.00			\$0.00
8.2	Snowplow (upgrage addition to base vehicle rate)(Per Vehicle)	10	\$0.00			\$0.00
9	Convenience Options					
9.1	Furniture Pads (each)	500	\$0.00			\$0.00
9.2	Hand Trucks (each)	100	\$0.00			\$0.00
Total Daily Rates						\$0.00
Rates exclude refueling charges if applicable. Any fees or charges not specifically identified on this page must be included in the daily Base Rate provided for each vehicle classification.						
*Daily rates are based on a 24 hour billing cycle.						
**Mileage Rate - Unlimited miles for Daily Rentals (No Charges to Purchasing Entity)(Excludes Box and Refrigerated Trucks)						

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

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

TOTAL OVERALL BID		
1	Daily Rate Totals (Tab 1)	\$0.00
2	Weekly Rate Totals (Tab 2)	\$0.00
3	Monthly Rate Totals (Tab 3)	\$0.00
GRAND TOTAL OVERALL BID		\$0.00
Vendor Name:		
DOT Number:		
Contract Manager:		
Contract Manager Phone:		
Email:		
Emergency Roadside Assistance Number:		



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

State of West Virginia
 Centralized Request for Quote
 Equip. Rental

Proc Folder: 989405	Reason for Modification: ADDENDUM_2
Doc Description: Statewide Contract: Commercial Truck Rental Services	
Proc Type: Statewide MA (Open End)	

Date Issued	Solicitation Closes	Solicitation No	Version
2022-01-24	2022-02-01 13:30	CRFQ 0212 SWC2200000009	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

ADDENDUM_2: Is issued for the following:

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

No other changes made.

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

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

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

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

Comm Code	Manufacturer	Specification	Model #
78111808			

Extended Description:
Commercial Truck Rental Services

SCHEDULE OF EVENTS

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

SOLICITATION NUMBER: CRFQ 0212 SWC2200000009
Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

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

No other changes made.

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

Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia to establish a Statewide Open-End Contract for Commercial Truck Rental Services. The services requested will be made available to all State Agencies and Political Subdivisions located within the State of West Virginia.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Drivers”** means any properly licensed employees of a Purchasing Entity, 21 years of age or older when using the truck for business purposes.
 - 2.3 **“DRW”** means any vehicle with Dual Rear Wheels.
 - 2.4 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.5 **“Purchasing Entity”** means any eligible government State Agency, City, Municipality, or Political Subdivision located within the State of West Virginia that may purchase under the Contract.
 - 2.6 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7 **“SRW”** means any vehicle with Single Rear Wheels.
 - 2.8 **“24/7/365”** mean 24 hours per day, 7 days per week, 365 days per year.
 - 2.9 **“USDOT”** means United States Department of Transportation.
 - 2.10 **“Vendor”** means the Contractor or Contracted Entity who executes the Contract to Perform Commercial Vehicle/Truck Rental Services.

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

3. GENERAL REQUIREMENTS:

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

3.1.1 VENDER QUALIFICATIONS:

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

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

3.1.1.3 All Vendor franchises must operate under one corporate name.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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travel plans necessitating vehicle
cancellation or delayed pickup.

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

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

3.1.2.2 TRUCK PICKUP-RETURN:

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

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

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

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

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- 3.1.2.2.4 Vehicle shall be furnished with a Full Tank of fuel at pickup.
- 3.1.2.2.5 Vendor shall provide the Driver with accident, repair, and vehicle return instructions.
- 3.1.2.2.6 Vendor shall provide the Driver a completed copy of the standard rental form showing the total charges to be billed for the rental.
- 3.1.2.2.7 Vendor shall provide area maps free of charge upon Driver request.
- 3.1.2.3 **DRIVER:** Rent eligible vehicles to Drivers without any additional prequalification's, fees, or surcharges.
 - 3.1.2.3.1 Purchasing Entity may authorize more than one Driver to use the rental vehicle under the same terms and conditions of the Contract.
- 3.1.2.4 **INSURANCE:** Provide liability insurance and collision damage waiver at no additional cost to the purchasing entity within the United States.
 - 3.1.2.4.1 This insurance must also cover any optional items added at the time of rental.
- 3.1.2.5 **ON-LINE BOOKING-RESERVATION TOOL:** Provide an on-line booking tool for eligible Purchasing Entities that accesses the rates under the Contract.
 - 3.1.2.5.1 Vendor shall also maintain a toll free 24 hour per day reservation phone number where the Vendors' agents have access to the rates under the Contract.
 - 3.1.2.5.2 Vendor shall also accept reservations at franchise location via walk-in or local telephone number.

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

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

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

3.1.2.10 EMERGENCY ROADSIDE ASSISTANCE:

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

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

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

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

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

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

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

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

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

3.1.2.12.1 Time,

3.1.2.12.2 Place,

3.1.2.12.3 Nature of accident or damage,

3.1.2.12.4 Names and address of parties involved,

3.1.2.12.5 Persons injured (if any),

3.1.2.12.6 Witnesses (is any),

3.1.2.12.7 Owners of property damaged,

3.1.2.12.8 Location at which the Vendor may examine the vehicle.

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

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

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3.1.3.2 Certify odometer are accurate.

3.1.3.3 Standard equipment must include at a minimum the following:

3.1.3.3.1 Automatic Transmission,

3.1.3.3.2 Power Steering,

3.1.3.3.3 Power Brakes,

3.1.3.3.4 Air Conditioning,

3.1.3.3.5 AM/FM Radio,

3.1.3.3.6 Air Bags (if available from manufacturer),

3.1.3.3.7 All Season Radial Tires,

3.1.3.3.8 Meet all federal, state, and local vehicle safety standards, codes, and ordinances.

3.1.3.3.9 Proper Fluid Levels (-20 °F for coolant protection).

3.1.3.3.10 Full Tank Fuel,

3.1.3.3.11 First aid kits, flares, and fire extinguishers upon request of Driver at no charge.

3.1.3.3.12 Non-Smoking vehicles,

3.1.3.3.13 In inclement weather, upon Driver request, provide snow tires as appropriate and ice scraper.

3.1.3.4 **REFUELING:**

3.1.3.4.1 Driver will return the vehicle with the same amount of fuel as when the Driver picked it up.

3.1.3.4.1.1 In the event a vehicle is returned with a lesser amount of fuel as listed on the rental delivery form, the Vendor may charge the Purchasing Entity the actual cost of fuel replaced.

3.1.3.4.1.2 The fuel replacement charge must be clearly listed on the invoice by a separate line item with the fueling date, gallons replace, price per gallon, and the total price. Additionally, a copy of the actual fuel receipt must be

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included with the invoice
charge.

3.1.3.5 VEHICLE LICENSING REQUIRMENTS:

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

3.1.3.6 TRUCK CLASSES:

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

3.1.3.7 PURCHASING ENTITY AND/OR DRIVER

RESPONSIBILITIES: Vehicles rented under this Contract may not be used or operated in the following:

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

3.1.3.7.2 Any illegal purpose,

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

3.1.3.7.4 To carry passengers or property for hire.

3.1.3.7.5 In a test, race, or contest.

3.1.3.7.6 By unlicensed Purchasing Entity employees.

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

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

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

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comply with applicable seatbelt and child restraint laws.

3.1.3.7.10 By a Driver or occupant who is smoking.

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

3.1.4 PRICING & MISCELLANEOUS FEES:

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

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

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

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

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

3.1.5 ADDITIONAL SERVICES:

3.1.5.1 One-Way Rental Drop Off Fees:

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

3.1.5.1.2 Mileage Rate:

3.1.5.1.2.1 An additional mileage fee for vehicle rentals driven beyond

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

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

3.1.6 CONVENIENCE OPTION ITEMS:

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

3.1.7 SPECIAL UPGRADED VEHICLE OPTIONS:

3.1.7.1 Power Lift Gate:

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

3.1.7.2 Snowplow:

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

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3.1.8 ADDITIONAL REQUIREMENTS:

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

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

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

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

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

3.1.9.1 Ordering Entity

3.1.9.2 Purchase order or Delivery order number

3.1.9.3 Dates of rental

3.1.9.4 Vehicle description

3.1.9.5 Quantity,

3.1.9.6 Price.

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

PERIOD END

December 31

March 31

June 30

September 30

REPORT DUE

January 31

April 30

July 31

October 31

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

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4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Exhibit_A Pricing Pages.

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

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Mark.A.Atkins@wv.gov

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor shall accept on-line orders through a secure internet ordering portal/website. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

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

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

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

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

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within forty-eight (48) hours after orders are received for Cargo Vans and Pickup Trucks and seventy-two (72) hours for Box Trucks for local rentals. Vendor shall deliver emergency orders within twenty-four (24) hours after orders are received. Orders for "Special Option" equipped vehicles are exempt from delivery times and are subject to mutual agreement between the Vendor and the Purchasing Entity. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the

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

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

7. VENDOR DEFAULT:

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

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

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

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

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

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

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

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

Vendor Name:		Rental Duration				
Line	Truck Classifications	Annual Estimated Quantity (Each)	*Daily Rate (Per Day Rate)	Weekly Rate (Per Week Rate)	Monthly Rate (Per Month Rate)	Extended Cost
1	Box Trucks					
1.1	Small: 10-15 foot long, minimum 3,000 lb. payload	30	\$0.00			\$0.00
1.2	Medium: 16-20 foot long, minimum 3,500 lb. payload	50	\$0.00			\$0.00
1.3	Large: 21-26 foot long, minimum 9,000 lb. payload	25	\$0.00			\$0.00
2	Heavy Duty Pick Up (3/4 Ton)					
2.1	Standard Cab Two Wheel Drive (SRW)	10	\$0.00			\$0.00
2.2	Standard Cab Four Wheel Drive (SRW)	20	\$0.00			\$0.00
2.3	Crew Cab Two Wheel Drive (SRW)	10	\$0.00			\$0.00
2.4	Crew Cab Four Wheel Drive (SRW)	30	\$0.00			\$0.00
2.5	Extra Cab Two Wheel Drive (SRW)	10	\$0.00			\$0.00
2.6	Extra Cab Four Wheel Drive (SRW)	30	\$0.00			\$0.00
3	Heavy Duty Pick Up (1 Ton)					
3.1	Standard Cab Two Wheel Drive (SRW)	5	\$0.00			\$0.00
3.2	Standard Cab Four Wheel Drive (SRW)	10	\$0.00			\$0.00
3.3	Crew Cab Two Wheel Drive (SRW)	10	\$0.00			\$0.00
3.4	Crew Cab Four Wheel Drive (SRW)	30	\$0.00			\$0.00
3.5	Extra Cab Two Wheel Drive (SRW)	10	\$0.00			\$0.00
3.6	Extra Cab Four Wheel Drive (SRW)	20	\$0.00			\$0.00
3.7	Crew Cab Two Wheel Drive (DRW)	5	\$0.00			\$0.00
3.8	Crew Cab Four Wheel Drive (DRW)	10	\$0.00			\$0.00
3.9	Extra Cab Two Wheel Drive (DRW)	5	\$0.00			\$0.00
3.10	Extra Cab Four Wheel Drive (DRW)	10	\$0.00			\$0.00
4	Refrigerated Truck					
4.1	18 to 26 foot long	5	\$0.00			\$0.00
5	Stakebed					\$0.00
5.1	16-24 foot long	10	\$0.00			\$0.00
5.2	24- 26 foot long	10	\$0.00			\$0.00
6	Cargo Vans (Larger than 2,500 lbs payload)					
6.1	Standard	20	\$0.00			\$0.00
6.2	European Style	10	\$0.00			\$0.00
6.3	Extended	20	\$0.00			\$0.00
6.4	Hightop	20	\$0.00			\$0.00
7	Additional Services					
7.1	One Way Rental Drop Fee for over 500 Miles	5	\$0.00			\$0.00
7.2	One Way Rental Mileage Rate** (Per Mile Rate Charge for Box & Refrigerated Trucks driven over 500 miles) (Per Mile Charge)	5000	\$0.00			\$0.00
7.3	Mileage Rate** (Per Mile Rate Charge for Daily Rentals driven over 500 miles per day) (Box Trucks & Refrigerated Trucks only) (Per Mile Charge)	2500	\$0.00			\$0.00
8	Special Upgraded Vehicle Options					
8.1	Power Lift Gate (upgrade addition to vehicle base rate) (Per Vehicle)	20	\$0.00			\$0.00
8.2	Snowplow (upgrade addition to base vehicle rate) (Per Vehicle)	10	\$0.00			\$0.00
9	Convenience Options					
9.1	Furniture Pads (each)	500	\$0.00			\$0.00
9.2	Hand Trucks (each)	100	\$0.00			\$0.00
Total Daily Rates						\$0.00
Rates exclude refueling charges if applicable. Any fees or charges not specifically identified on this page must be included in the daily Base Rate provided for each vehicle classification.						
*Daily rates are based on a 24 hour billing cycle.						
**Mileage Rate - Unlimited miles for Daily Rentals (No Charges to Purchasing Entity) (Excludes Box and Refrigerated Trucks)						

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

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

TOTAL OVERALL BID		
1	Daily Rate Totals (Tab 1)	\$0.00
2	Weekly Rate Totals (Tab 2)	\$0.00
3	Monthly Rate Totals (Tab 3)	\$0.00
GRAND TOTAL OVERALL BID		\$0.00
Vendor Name:		
DOT Number:		
Contract Manager:		
Contract Manager Phone:		
Email:		
Emergency Roadside Assistance Number:		

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC2200000009

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

EAN Holdings LLC

Company



Authorized Signature

2/01/2022

Date

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

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

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

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

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

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

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

TOTAL OVERALL BID	
1	Daily Rate Totals (Tab 1) \$ -
2	Weekly Rate Totals (Tab 2) \$ -
3	Monthly Rate Totals (Tab 3) \$ -
GRAND TOTAL OVERALL BID \$ -	
Vendor Name:	FAN HOLDINGS, LLC
DOT Number:	1499091
Contract Manager:	Scott Davison
Contract Manager Phone:	304-415-3278
Email:	scott.davison@fhl.com
Emergency Roadside Assistance Number:	1-888-796-8287 option 3