

**Exhibit A - Pricing Page**  
**ARFQ 0608 DCR240000069**

**All Wheel Drive Sport Utility Vehicle**

Contract Item	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price	Extended Amount
3.1.1	2023 Model Year or Newer - Durango R/T AWD Sport Utility Vehicle or Equal	Each	1	\$0.00	\$0.00
3.1.1	2023 Dodge Durango R/T AWD	/	/	<del>\$53,127.00</del>	<del>\$53,127.00</del>
Grand Total Cost					<del>\$53,127.00</del>
					<b>\$53,127.00</b>

*Vendor must complete the Price Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. A no bid will result in Vendor's bid being disqualified.*

**Bidder/Vendor Information:**

Name: Thornhill EDIR  
 Address: 509 Disque St.  
Logan, WV 25601  
 Phone No.: 304-855-1289  
 Fax No.: 304-855-1451  
 Email Address: Charles.Ellis@ThornhillAutomotive.com  
 Authorized Signature: Charles Ellis

**NOTES:**

\* Quantities are estimated for bid evaluation purposes only.

*This Durango R/T is in stock ready for Delivery*

Thornhill Chrysler Dodge Jeep Ram  
509 DINGESS ST  
LOGAN, WV 256013500

Priced Order Confirmation (POC)

Date Printed: 2023-12-27 3:14 PM VIN: 1C4SDJCTXPC693435 Quantity: 01  
Estimated Ship Date: 2023-11-02 1:59 AM VON: 59166534 Status: KZ - Released by plant and invoiced  
Date Ordered: 2023-06-09 11:19 AM Ordered By: S46591P

Sold to:  
Thornhill Chrysler Dodge Jeep Ram (60813)  
509 DINGESS ST  
LOGAN, WV 256013500

Ship to:  
BLUE RIDGE CHRYSLER DODGE JEEP RAM (26834)  
19711 OLD JONESBORO RD.  
ABINGDON, VA 242116932

Vehicle: 2023 DURANGO R/T AWD (WDES75)

	Sales Code	Description	MSRP(USD)
Model:	WDES75	DURANGO R/T AWD	56,240
Package:	22S	Customer Preferred Package 22S	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	NAS	50 State Emissions	0
	AHX	Trailer Tow Group IV	1,195
	4UQ	T3AC	0
	4NU	Fuel Fill / Battery Charge	0
	YG1	7.5 Additional Gallons of Fuel	0
	5N6	Easy Order	0
	4EX	Sales Tracking	0
Destination Fees:			1,595

Total Price: 59,030

Order Type: Retail PSP Month/Week:  
Scheduling Priority: 4-Dealer Order Build Priority: 99  
Salesperson:  
Customer Name:  
Customer Address:

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



State of West Virginia  
Agency Request for Quote

<b>Proc Folder:</b> 1344646	<b>Reason for Modification:</b>
<b>Doc Description:</b> 2023 Model Year/Newer Durango R/T AWD Sport Utility Vehicle	
<b>Proc Type:</b> Agency Purchase Order	

Date Issued	Solicitation Closes	Solicitation No	Version
2023-12-14	2023-12-29 10:30	ARFQ 0608 DCR2400000069	1

**BID RECEIVING LOCATION**

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**VENDOR**

**Vendor Customer Code:**

**Vendor Name:** *Thorhill Chrysler, Dodge, JEEP, RAM*

**Address:** *509 Dingess St.*

**Street:**

**City:** *LOGAN*

**State:** *WV.*                      **Country:** *LOGAN*                      **Zip:** *25601*

**Principal Contact:** *CHARLES ELLIS*

**Vendor Contact Phone:** *304-855-1289*                      **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Herbert Mickey Skeens  
 (304) 558-2350  
 herbert.m.skeens@wv.gov

**Vendor Signature X** *Charles Ellis*                      **FEIN#** *83-0984064*                      **DATE** *12/29/23*

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

**ADDITIONAL INFORMATION**

The West Virginia Department of Homeland Security, Division of Administrative Services is soliciting bids on behalf of Parole Services to establish a one-time purchase of a 2023, or newer model year all-wheel drive sport utility vehicle.

<b>INVOICE TO</b>	<b>SHIP TO</b>
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DIVISION OF ADMINISTRATIVE SERVICES 1124 SMITH STREET  SECOND FLOOR CHARLESTON                      WV US	DIVISION OF CORRECTIONS - CENTRAL OFFICE 1409 GREENBRIER ST STE 300  CHARLESTON                      WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	2023 Model Year or Newer - Durango R/T AWD Sport Utility Veh	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
20102305			

**Extended Description:**  
See attached specifications

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by 2:00pm EST	2023-12-21

	Document Phase	Document Description	Page
DCR2400000069	Final	2023 Model Year/Newer Durango R/ T AWD Sport Utility Vehicle	3

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

**3. GENERAL REQUIREMENTS:**

**3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

**3.1.1 Contract Item: Vendor must provide the Agency with a Durango R/T AWD Sport Utility Vehicle, or Equal**

- 3.1.1.1 Must be neutral in color.
- 3.1.1.2 Must be All Wheel Drive ✓
- 3.1.1.3 Must be Sport Utility. ✓
- 3.1.1.4 Must have a minimum of 5.7L V8 engine. ✓
- 3.1.1.5 Must have Power/ABS Brakes ✓
- 3.1.1.6 Must be a minimum horsepower of 360hp @ 5,150RPM.
- 3.1.1.7 Must have at a minimum engine torque 390 lb.-ft @4,250RPM.
- 3.1.1.8 Must be equipped with a minimum tow capacity of 7,200 lbs.
- 3.1.1.9 Must have a minimum wheelbase of 119.8”.
- 3.1.1.10 Must be automatic transmission.
- 3.1.1.11 Must have a minimum fuel tank capacity of 24 gallons. ✓
- 3.1.1.12 Must have an auto-leveling suspension system.
- 3.1.1.13 Must have minimum 265/50VR20.0 front and rear tires.
- 3.1.1.14 Vendor must include parking sensors, exterior parking camera rear, air conditioning, heat, dual front impact airbags, dual front side impact airbags, tilt steering wheel, front anti-roll bar, rear anti-roll bar, power windows, power locks, power steering, power driver seat, blind spot detection warning, rear window defroster, AM/FM radio, power left and right mirrors, installed floor mats, except where vinyl floor covering is present, All-season tires, spare tire with jack, front bucket seats, factory installed tilt wheel and cruise control and factory installed keyless entry.

**3.2 Pre-delivery inspection:** Prior to delivery, the vehicle must be thoroughly inspected and serviced in compliance with the manufacturer’s proscribed procedures which includes but is not limited to:

- A. Complete vehicle lubrication.

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Department of Homeland Security, Division of Administrative Services is soliciting bids on behalf of Parole Services to establish a one-time purchase of a 2023, or newer model year all-wheel drive sport utility vehicle.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** means the list of items identified in section 3.1 below and on the Pricing Pages.
  - 2.2 **“Pricing Page”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Division of Administrative Services.
  - 2.4 **“Agency”** means Division of Administrative Services.
  - 2.5 **“Facility”** means **“Parole Services”**.
  - 2.6 **“Vendor”** means any entity submitting a bid in response to the Solicitation.
  - 2.7 **“EPA City MPG Rating”** means the Environmental Protection Agency’s official mile per gallon evaluation of a vehicles’ city fuel economy for a given fuel type.
  - 2.8 **“EPA Highway MPG Rating”** means the Environmental Protection Agency’s official mile per gallon evaluation of a vehicles’ highway fuel economy for a given fuel type. Vendors must use the 2023 Fuel Economy Guide, for vehicle specific ratings which can be found at <http://www.fueleconomy.gov/feg/printGuides.shtml>
  - 2.9 **“Gross Vehicle Weight Rating (GVWR)”** means the maximum loaded weight (including curb weight, operator & passenger weight and payload) in pounds (lbs.) of a single vehicle. Vehicle manufacturers specify the maximum GVWR on the vehicle certification label.
  - 2.10 **“Manufacturer/Brand”** means the name of the maker of the contract item which will be supplied by the vendor.
  - 2.11 **“MPG”** means miles per gallon rating of a vehicles’ fuel economy for a given fuel type as defined by the Environment Protection Agency.
  - 2.12 **“Powertrain”** means the group of components used to transmit engine power to the wheels. The powertrain includes the engine, clutch, transmission, universal joints, drive shaft and rear-axle gears.

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- B. Confirm oil level, fill crank case as needed, top off all fluids.
- C. Adjust engine to proper operating condition.
- D. Verify tire pressure and corrected as necessary.
- E. Check front end alignment or four-wheel alignment if applicable, perform alignment if needed and balance tires.
- F. Wash/clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, tags etc. Window stickers need to be removed and placed inside the vehicle.
- G. Upon delivery, the vehicles fuel tank(s) shall be full of fuel.
- H. Include temporary license plate and registration.
- I. Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered.
- J. Perform operational checks which will cover all controls, systems, and devices, doors, windows, accessories and road testing of the completed vehicle. Vehicle shall be driven at various speeds, brakes tested for dependability, vehicle checked for rattles, squeaks and must be in compliance with pre-delivery inspection/servicing procedures and make adjustments as necessary.

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

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

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

- A. All vehicle identification numbers (VIN) must be supplied to the Fleet Management Division by email, referencing the purchase order, release order or other procurement acquisition or leasing agreement number, the year, make, model and color of the vehicle to the following email address: [fleet@wv.gov](mailto:fleet@wv.gov) This information must be received within ten (10) business days prior to the delivery of the vehicle.
- B. Upon delivery of the vehicle, all documentation (title application, Statement of



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

Department of Administration  
Mandy Parsons  
1124 Smith Street, Suite 3100  
Charleston, WV 25301

**4. ALTERNATIVE 'OR EQUAL' SUBMISSION**

**4.5.1** Vendors submitting an alternate brand must provide alternate brand information with alternative product number on Pricing Page and comment section on wvOASIS when submitting bid response. The Vendor must provide alternate brand information and documentation upon request. This information will be required before award of the contract. Failure to submit brochures for an "or Equal" product can result in vendor's bid being disqualified.

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price for the one-time purchase of an AWD Sport Utility Vehicle. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

**5.2 Pricing Page:** Vendor should complete the Pricing Page by entering a lump sum cost for each contract item listed. Vendor must complete the Pricing Page in its entirety as failure to do so will result in Vendor's bids being disqualified. A no bid will result in Vendor's bid being disqualified.

Vendors should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation. Vendors will enter the Total Overall Cost listed on Exhibit A - Pricing Page into the commodity section in their bid response.

**6. WARRANTY:**

Provide a three-year (36) month/36,000 miles basic warranty, that will cover the entire vehicle (bumper to bumper). Provide a five-year (60) month/60,000 miles warranty on the powertrain and roadside assistance coverage of five-year (60) month/60,000 miles.

The warranty includes furnishing, without cost to the agency (FOB vendors' nearest dealer or branch to vehicles location), of new parts and assemblies to replace any that failed or malfunctioned within the warranty period. The State may elect to have the corrective work performed at the vendor's location, branch or dealership or a manufacturer's factory authorized repair facility or upon the vendor's approval, at a commercial or Government

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repair facility. The cost of labor involved in the replacement of the failed or malfunctioned part(s) or assemblies shall be borne by the vendor.

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

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

**7. PAYMENT:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**8. DELIVERY AND RETURN:**

**8.1 Shipment and Delivery:** Vendor shall ship the Contract Item immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Contract Items must be delivered to: Parole Services at

**8.2 Late Delivery:** The Facility placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to DCR, or the Parole Services will be grounds for cancellation of the Contract, and/or obtaining the Contract Item from a third party.

Any agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Agency.

**8.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Facility location. The delivery fee must be included in the final bid price.

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

**9. VENDOR DEFAULT:**

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

**9.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

**9.1.2** Failure to comply with other specifications and requirements contained herein.

**9.1.3** Failure to remedy deficient performance upon request.

**9.2** The following remedies shall be available to the Agency upon default:

**9.2.1** Immediate cancellation of the Contract and or one or more release orders issued under this Contract.

**9.2.2** Any other remedies available in law or equity.

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

**2A. PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**3. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

### 3A. BID SUBMISSION

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

SEALED BID:	Yes
BUYER:	Mickey Skeens Email: Herbert.M.Skeens@wv.gov
SOLICITATION NO.:	ARFQ 0608 DCR240000069
BID OPENING DATE:	December 29, 2023
BID OPENING TIME:	10:30am EST
FAX NUMBER:	304-558-1426

**4. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

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

This Solicitation is based upon a standardized commodity. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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

8. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Agency and must have paid the \$125 fee, if applicable.

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

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

11. **NON-RESPONSIBLE:** The Director of Administrative Services reserves the right to reject the bid of any vendor as Non-Responsible, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part.

13. **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, Freedom of Information Act in 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 Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency 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 submission. subject to public disclosure without notice.

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Agency and approved as to form by the Attorney General's Office, if required, constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

2.4. **"Director"** means the Director of the West Virginia Division of Administrative Services.

2.5. **"Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.

2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

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

2.8. **"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 the date indicated on the awarded contract and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

**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 and Agency.

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

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

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

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

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.



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

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

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

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

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

6. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

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

**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 Agency 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.

<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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.

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

Vendor must maintain:

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

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

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

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

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

**Builders Risk Insurance** in an amount equal to 1.5% of the amount of the Contract.

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**9. 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

**10. 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.

**11. 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.

**12. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**13. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or 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.)

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

**15. 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.

**16. 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.

**17. CANCELLATION:** The State 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 Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor.

**18. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**19. 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.

**20. 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. 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.

**21. 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.

**22. MODIFICATIONS:** This writing is the party's 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.

**23. 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.

**24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any forms or documents submitted by Vendor to the Agency 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.

**25. 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 and any other government agency or office that may be required to approve such assignments.

**26. 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.

**27. 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.

**28. 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>

**29. 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 the State of West Virginia 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 Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency 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.

**30. LICENSING:** In accordance with applicable law, 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 Agency to verify that the Vendor is licensed and in good standing with the above entities. 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.

**31. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an 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.

**32. 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.

**33. 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.

**34. 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.

**35. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code, 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 Agency affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**36. 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.

**37. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency 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 Agency.

**38. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.



Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

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

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

Thorhill Chrysler Dodge JEEP RAM  
Company

Charles Ellis  
Authorized Signature

12/29/23  
Date

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

**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.

Charles Ellis Fleet/Gov. Mgr.  
(Name, Title)  
Charles Ellis Fleet/Gov. Mgr.  
(Printed Name and Title)  
509 Dingess St. Logan, WV 25601  
(Address)  
304-855-1289 304-855-1451  
(Phone Number) / (Fax Number)  
Charles.Ellis@Thornhillautomotive.com  
(E-mail 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.

Thornhill Chevrolet, Dodge Jeep Ram  
(Company)

Charles Ellis Fleet/Gov Mgr.  
(Authorized Signature) (Representative Name, Title)

Charles Ellis Fleet/Gov. Mgr.  
(Printed Name and Title of Authorized Representative)

12/29/23  
(Date)

304-855-1289 304-855-1451  
(Phone Number) (Fax Number)



**State of West Virginia  
Department of Homeland Security  
Division of Administrative Services  
1124 Smith Street  
Charleston, WV 25301  
(304) 558-2350**



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**Additional Instructions to Vendors Submitting Bids**

**Bid Submission Deadline:**            **Friday December 29, 2023 @ 10:30am EST.**

If submitting a bid via mail or hand delivery, please deliver to:

West Virginia Department of Homeland Security  
Division of Administrative Services  
Attn: Mickey Skeens  
1124 Smith Street, 2<sup>nd</sup> Floor, Suite 2100  
Charleston, WV 25301

Reference: ARFQ 0608 DCR240000069

**Bid Opening Date and Time:**

Bid Opening will be on Friday December 29, 2023, at 10:30am EST.

**Location:**

West Virginia Department of Homeland Security  
Division of Administrative Services  
Attn: Mickey Skeens  
1124 Smith Street, 2<sup>nd</sup> Floor, Suite 2100  
Charleston, WV 25301

STATE OF WEST VIRGINIA  
**PURCHASING AFFIDAVIT**

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

**ALL CONTRACTS:** Under W. Va. Code §15A-3-14, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Thornt Hill Chrysler Dodge Jeep Ram

Authorized Signature: Charles Ellis Date: 12/29/23

State of WV

County of LOGAN, to-wit:

Taken, subscribed, and sworn to before me this 29 day of Dec., 2023.

My Commission expires 8/20/26, 20  .

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Brittany Carol Dingess



# Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

**Tracking Number**

1Z18Y6F61565249055

**Weight**

0.40 LBS

**Service**

UPS Next Day Air® Early

**Shipped / Billed On**

12/28/2023

**Delivered On**

12/29/2023 7:23 A.M.

**Delivered To**

CHARLESTON, WV, US

**Received By**

FRONT DESK

**Left At**

Front Desk

Please print for your records as photo and details are only available for a limited time.

Sincerely,

UPS

Tracking results provided by UPS: 01/02/2024 12:41 P.M. EST