

**REQUEST FOR PROPOSALS
CONCORD UNIVERSITY
RFP#CU2301 Van Leases**

ADDENDUM #1

1. **Question:** Exhibit A Number 13: Registration- My understanding of this is that we need to register with the State of West Virginia purchasing department in order to receive payments from the state. Please confirm.

Answer: Yes, that is correct.

2. **Question:** Exhibit B Number 6: Required Documents- I see nothing is checked in this section. Does that mean that you do not require any of these documents?

Answer: Yes, that is correct.

3. **Question:** Exhibit B Number 15: Additional Fees- It says we are not permitted to charge additional fees not expressly provided for in the RFP. There could be additional charges after the rental such as damage, over mileage or maintenance. We won't be able to assess these until after the vehicles are checked in and we would not be able to provide these beforehand.

Answer: For damage we would expect the damage waiver to cover all cost. Mileage for the year would be up to 30,000 per van. We expect reasonable maintenance such as oil change, tire services, state inspection, windshield wipers, registration fees, brake services, and other services that is recommended by the owner's manual.

4. **Question:** Exhibit B Number 16: Funding- The way I understand this, should for some reason funding this contract be made unavailable, then Concord has the right to cancel the contract with no penalty nor default on any payments. Please confirm.

Answer: In the event funds are not available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year.

5. **Question:** Exhibit B Number 18: Applicable Law- Our master rental agreement will be governed and interpreted under the laws of Kansas. This document will also need to be executed in the event that we move forward with the rental.

Answer: The Contract shall be governed by the laws of the State of West Virginia per the WV-96 that has to be signed along with this contract.

6. **Question:** Exhibit B Number 28: Licensing- We are licensed to conduct business in any state. This transaction will be reported on our income statement to the state of Kansas, the same as all of our transactions are per our master rental agreement contract.

Answer: Yes, that is correct.

7. **Question:** Exhibit B Number 37: Prohibition Against Used and Refurbished- This calls prohibition of used or refurbished commodities. Our vehicles are always near new but brand new cannot be guaranteed. All of our fleet are current or 1 model year old, under full remaining manufacturers bumper to bumper and powertrain warranty.

Answer: Prefer two (2) years or newer for the year of the vehicle. Low mileage is also preferred.

8. **Question:** Exhibit E: Addendum Numbers Received: I do not see any addenda in this RFP. There are Sections, Exhibits and Numbers but nowhere does the word addendum or addenda appear as a title for any part of the RFP. I just want to make sure I have everything included and everything is properly labeled.

Answer: There were no Addendums up until this point. This is Addendum #1.

9. **Question:** During any ten-month period, if a vehicle goes down for maintenance, would a replacement vehicle be required, and what would the expected timeline be to fulfill this request.

Answer: Depends on how long the vehicle would be down for maintenance. If it is for an oil change, need a new tire, or something small that would be fixed the same day and returned the same day then no. But if the maintenance is going to take a few days or longer then yes, we would need a replacement.

10. **Question:** If a vehicle is totaled in an accident, what are the expectations for being provided with a replacement vehicle and timeline?

Answer: We would need one ASAP. This is the only transportation for our Athletic teams and for other University trips with large groups.

11. **Question:** What are the requirements for maintenance on the requested vehicles?

Answer: We expect reasonable maintenance such as oil change, tire services, state inspection, windshield wipers, registration fees, brake services, and other services that is recommended by the owner's manual.

12. **Question:** Is including maintenance in the price of vehicles required or would the University need a maintenance package at an additional cost?

Answer: Yes, please include maintenance in the price if the vehicles.

13. **Question:** In reference to Exhibit B- Standard Terms and Conditions, Section 17 "The Commission/Institution 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."-Does the supplier also have the ability to request a 30 day out on this contract?

Answer: Yes, the vendor can write in a cancellation clause.

14. **Question:** If, for any reason, the university decides to return vehicles at any point before the ten-month end date of any year, can the vendor continue to charge for the use of the vehicles or is it the universities stance to be able to have the flexibility to stop charges upon the return of any vehicle?

Answer: Once the vans are returned, the University should not incur additional charges.

15. **Question:** Is there specific requirement by the University to have a specific make and model from within the past two years?

Answer: Prefer two (2) years or newer for the year of the vehicle. Low mileage is also preferred. No preference on the make and model as long as it is a 15-passenger van.

16. **Question:** In the RFP Section 1.1 calls for the lease of ten (10) 15 passenger vans. It is our understanding that 15 passenger vans are prohibited for use in transporting students, at least in some states. Please confirm that the University is looking to lease 15 passenger vans, not 12 passenger vans.

Answer: Concord University is looking to lease 15 passenger vans.