



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

Solicitation

NUMBER
70135012

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

RFQ COPY

VENDOR

JEREMY TRAPP
 ALLSTATE PETERBILT
 500 FORD ROAD
 ST LOUIS PARK MN 55426

SHIP TO

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED
06/12/2013

BID OPENING DATE: 07/10/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		560-72		
PETERBILT MODEL 367 OR EQUAL CAB AND CHASSIS						
REQUEST FOR QUOTATION						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH THE ONE TIME PURCHASE OF A PETERBILT 367 OR EQUAL CAB AND CHASSIS PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 70135012 ***** TOTAL:						
07/09/13 09:47:50 AM West Virginia Purchasing Division						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 07/02/2013

Submit Questions to:

Alan Cummings
 2019 Washington Street, East
 P.O. Box 50130
 Charleston, WV 25305
 Fax: 304-558-3970
 Email: Alan.W.Cummings@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: [] Technical
 [] Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

07/10/2013 - 1:30 P.M.

Bid Opening Location:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

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

 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 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

 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, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 120 working days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall 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 Purchase Order 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, Purchasing Division, and Attorney General's office.
6. **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.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a 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 []. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

[] **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 issued and 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.

[] **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.

[] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

[] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[] **Commercial General Liability Insurance:**
[] or more.

[] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

[] []

[] []

[] []

[] []

[] []

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 above.

[] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]	
[]	
[]	
[]	

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

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein 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.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

2% of the contract total, assessed daily,	for	delivery delays over 120 working days
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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.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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. PAYMENT: 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, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. 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>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.

50. 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.requisitions@wv.gov.

51. 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.

52. 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.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

53. 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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Allstate Peterbilt Group
(Company)

Jeremy Trapp
(Authorized Signature)

Jeremy Trapp, Vocational Sales Manager
(Representative Name, Title)

952 - 455 - 6500
(Phone Number) (Fax Number)

7/5/13
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 70135012

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.

Company

Authorized Signature

Date

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation/Division of Highways to establish a contract for the one time purchase of a Cab and Chassis.

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 Items”** means Cab and Chassis.

2.2 **“Pricing Page”** means the page upon which Vendor should list its proposed price for the Contract Items in the manner requested by thereon. The Contract Item is either included on the last page of this RFQ or attached hereto as Exhibit A.

2.3 **“RFQ”** means the official RFQ published by the Purchasing Division and identified as 70135012.

2.4 **“CFM”** means cubic feet per minute.

2.5 **“PTO”** means power take off.

2.6 **“BBC”** means bumper to back of cab.

3. **GENERAL REQUIREMENTS:**

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

3.1.1 Cab and Chassis – The following are mandatory requirements related to the cab and chassis; and must:

3.1.1.1 Be Model 367 Peterbilt or equal.

The Division of Highways is seeking to replace the cab and Chassis only for Bridge snooper unit, which we own. The original chassis unit was totaled, however the bridge snooper was not affected in the accident. We will be mounting the UB60 on the new cab and chassis. Therefore, the configuration must match the original unit, the Peterbilt 367.

REQUEST FOR QUOTATION
70135012 Cab & Chassis

- 3.1.1.2 Have a cab to axle length of 208".
 - 3.1.1.3 After frame 60" minimum (Distance from center of trunion to end of frame).
 - 3.1.1.4 Unit to be used with bridge inspection unit owned by WV Division of Highways.
- 3.1.2 **Frame** - The following are mandatory requirements related to the frame and shall include:
- 3.1.2.1 11 5/8" height minimum steel rails
 - 3.1.2.2 10 3/4 height 3/8" thickness minimum full steel liner
 - 3.1.2.3 Heavy duty iron front spring brackets, front wheel drive and rear
 - 3.1.2.4 Omit rear mudflaps and hangers
- 3.1.3 **Front Axle and Equipment** – The following are mandatory requirements related to the front axle and equipment and shall include:
- 3.1.3.1 Dana Spicer D2000F or equal, 20,000 lb. minimum 3.5 in. drop.
 - 3.1.3.2 Taper leaf spring, and shocks rated at 20,000 lb.
 - 3.1.3.3 Power steering, Sheppard SD110 power steering box mechanism dual or equal.
 - 3.1.3.4 A power steering reservoir, which is frame mounted with cooler.
 - 3.1.3.5 Aluminum Low Maintenance Service (LMS) hubs.
 - 3.1.3.6 Greasable front spring pins.
 - 3.1.3.7 Air Cam front drum brakes 16.5 x 6, Bendix or equal.

3.1.3.8 Dust shields, on front axle.

3.1.3.9 Gusseted cam brackets, steer axle.

3.1.4 Rear Axles and Equipment – The following are mandatory requirements related to the rear axles and equipment and shall include:

3.1.4.1 Dana Spicer D46-170, with a minimum rating of 46,000 lb.

3.1.4.2 Non-steer liftable pusher, Watson-Chalin AL2200 or equal.

3.1.4.3 Pusher axle spacing shall be 70”.

3.1.4.4 Pusher axle(s) shall have a minimum rating of 22,700 lb.

3.1.4.5 Aluminum hubs.

3.1.4.6 Parking brakes, (pusher axle).

3.1.4.7 Dust shields for cam brakes, for drive axle(s).

3.1.4.8 Dust shield for cam brakes, for tag/pusher axle(s).

3.1.4.9 Rear brake camshaft reinforcement.

3.1.4.10 Lube pump, on drive axle(s)..

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3.1.4.11 Gusseted cam brackets, on drive axle(s).

3.1.4.12 Spring brake modulation valve.

3.1.4.13 Anti-lock braking system (ABS).

3.1.4.14 Synthetic axle lubricant, in all axles.

3.1.4.15 Bendix air cam or equal, 16.5 x 7 (Brake Size).

3.1.4.16 Rear axle ratio of 5.25.

3.1.4.17 Hendrickson RT463, 46,000 lb. 54" axle spring or equal (rear set).

3.1.5 Engine and Equipment – The following are mandatory requirements related to the engine and equipment and shall include:

3.1.5.1 Remote PTO and throttle provision.

3.1.5.2 California Research Board (CARB) engine idling compliance.

3.1.5.3 Minimum 130 amp alternator, brushless with voltage, PACCAR premium or equal.

3.1.5.4 Immersion type pre-heater 110-120 volt.

3.1.5.5 12 volt starter, PACCAR or equal.

- 3.1.5.6 4-12 volt dual purpose batteries 2800 CCA PACCAR premium or equal.
- 3.1.5.7 2-speed fan clutch.
- 3.1.5.8 Air compressor, rated at 18.7 CFM minimum.
- 3.1.5.9 Interbrake (furnished on engine).
- 3.1.5.10 Fuel filter, unheated, PACCAR or equal.
- 3.1.5.11 Engine protection shutdown.
- 3.1.5.12 High efficiency coding system.
- 3.1.5.13 (2) 13" minimum painted air cleaners, which are Cowl Mounted and Painted.
- 3.1.5.14 Single exhaust, located at the right hand side of cab.
- 3.1.5.15 Curved tip standpipe.
- 3.1.5.16 36" minimum height, 5" minimum diameter chrome clearcoat standpipe.

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3.1.6. Transmission and Equipment – The following are mandatory requirements related to the transmission and equipment and shall include:

3.1.6.1 Transmission, Allison 4000 RDS-P or equal.

3.1.6.2 SPL250HD-XL driveline, with two midship bearings.

3.1.6.3 SPL170-XL interaxle driveline.

3.1.6.4 (1)-dash mounted single acting air PTO control.

3.1.6.5 Brake lock PTO control.

3.1.6.6. Allison or equal 6-speed configuration, with close ratio gears.

3.1.6.7 Dash mounted push button shifter.

3.1.6.8 Allison or equal load based shift schedule.

3.1.7 Air and Trailer Equipment - The following mandatory requirements are related to the air and trailer equipment and shall include:

3.1.7.1 Air dryer with heater, Bendix AD-IS or equal.

3.1.7.2 Berg or equal pull cord drain valve(s), on all air tanks.

3.1.7.3 Nylon chassis hose.

3.1.7.4 Steel painted air tanks.

3.1.7.5 Omit standard trailer connection package.

3.1.8. Tires and Wheels – The following are mandatory requirements related to the tires and wheels and shall include:

3.1.8.1 Pusher: (4) Accuride 50408 Pit 22.5 x 8.25 Stainless steel wheel.

3.1.8.2 Pusher: (4) Bridgestone, Goodyear or equal 16 ply 225/70R22.5 .

3.1.8.3 Front (FF): Bridgestone, Goodyear or equal 20 ply 425/65R22.5.

3.1.8.4 Rear (RR): Bridgestone, Goodyear or equal 14 ply 11R22.5.

3.1.8.5 Rear tire Quantity 8.

3.1.8.6 Front (FF): Accuride 29806 Pit 22.5 x 12.25 Stainless steel wheel.

3.1.8.7 Rear (RR): Accuride 50291 Pit 22.5 x 8.25 Stainless steel wheel.

3.1.8.8 Rear rim quantity 8.

3.1.9 Fuel Tanks – The following are mandatory requirements related to the fuel tanks and shall include:

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3.1.9.1 26" aluminum 100 gallon fuel tank, located on the left hand side.

3.1.9.2 Fuel cooler.

3.1.9.3 DEF (diesel exhaust fluid) tank mounted on L/H (left hand side).

3.1.10 Battery Box and Bumper – The following are mandatory requirements related to the battery box and bumper and shall include:

3.1.10.1 Space saver battery box, constructed entirely of aluminum material.

3.1.10.2 Diesel Particulate Filter (DPF), under cab entry aluminum non-slip step RH (right hand).

3.1.10.3 Steel bumper swept back.

3.1.11 Cab and Equipment – The following are mandatory requirements related to the cab and equipment and shall include:

3.1.11.1 Aluminum cab 123" BBC minimum, fiberglass hood.

3.1.11.2 Smart Sound or equal cab insulation package.

3.1.11.3 Rubber fender lips 4" minimum extra wide.

- 3.1.11.4 Peterbilt or equal ultra ride driver seat, Peterbilt or equal ultra ride passenger seat, Air ride driver seat, High back driver seat, Vinyl driver seat.
- 3.1.11.5 Non-air ride, High back, Vinyl passenger seat.
- 3.1.11.6 Adjustable steering column with tilt/telescope feature.
- 3.1.11.7 Gray ProBilt or equal, interior.
- 3.1.11.8 Day cab rear window.
- 3.1.11.9 Two piece flat windshield.
- 3.1.11.10 Fresh air heater, air conditioner combo.
- 3.1.11.11 Outside sun visor, stainless steel.
- 3.1.11.12 Stainless steel mirrors each side, heated and motorized.
- 3.1.11.13 Convex 8' stainless steel left hand/right hand (lh/rh).
- 3.1.11.14 Convex 8" stainless steel mirror.
- 3.1.11.15 Polished lower mirror bracket covers.
- 3.1.11.16 (2) Hadley or equal air chromed horns 26" minimum.
- 3.1.11.17 Audio system with-out CD.
- 3.1.11.18 Plug in auto reset circuit breaker.
- 3.1.11.19 Additional dash mounted 12 volt power outlet.
- 3.1.11.20 Removable bug screen behind grille.
- 3.1.11.21 Electric windshield wipers.

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- 3.1.11.22 Unibilt or equal cab air suspension.
 - 3.1.11.23 Triangle reflector kit, shipped loose.
 - 3.1.11.24 5 lb. minimum cab mounted fire extinguisher.
 - 3.1.11.25 107dB backup alarm.
 - 3.1.11.26 Dash mounted air restriction gauge.
 - 3.1.11.27 Fuel filter restriction gauge.
 - 3.1.11.28 Ammeter
 - 3.1.11.29 Bright bezel gauges.
 - 3.1.11.30 Main instrumentation panel with graphic display.
 - 3.1.11.31 Minimum of 6 additional rocker switches in D panel.
 - 3.1.11.32 Headlight single pod mounted.
 - 3.1.11.33 (5) minimum, marker lights Aero type or equal LED.
 - 3.1.11.34 Have a minimum of (2) roof mounted beacons/strobes with stainless steel brackets.
- 3.1.12 Paint** – The following are mandatory requirements related to the paint and shall include:
- 3.1.12.1 Hood/cab – base coat white/clear coat; Fenders – white;
Frame/bumper – black steel.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the 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 Pricing Pages.

4.2 Pricing Page: Vendor should complete the Bid Evaluation Page (Exhibit A) by inserting the Year, Make, Model and inserting quoted price. Vendor should complete the Bid Evaluation Page in full as failure to complete the Bid Evaluation Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Bid Evaluation Page to prevent errors in the evaluation.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 120 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Aspen Aerials, 4304 West 1st Street, Duluth, MN.

6.2 Late Delivery: The Agency 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 an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to Aspen Aerials, 4304 West 1st Street, Duluth, MN.

7. MISCELLANEOUS:

7.1 Operating and Service Manuals and Parts Lists: An operator's manual must be included with unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with unit upon delivery, Attn: Marcia Lee. There must be 3 service/shop/ maintenance manuals and 3 parts manuals; CD-ROM is preferred in lieu of parts manuals. Manuals shall be delivered upon completion of delivery of unit. Failure to do so will delay payment.

7.2 Preventative Maintenance & Operator Procedures: Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc. The successful vendor shall furnish all training aids; i.e. videos, projectors as needed.

- 7.3 Warranty and Service Policy:** The unit must be accompanied upon delivery by the unit's manufacturers executed warranty and service policy.
- 7.4 Unspecified Accessories & Features:** All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

Exhibit A

Cost Sheet

RFQ 70135012

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Total
1	1	Each	One complete unit: Cab and chassis	\$ 133 975	\$ 133 975

Vendor should also supply the year, make, and model of the following:

Cab and Chassis: *Peterbilt 367 2014*

EXHIBIT B

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOT.

DESCRIPTION: Cab and chassis MAKE: Peterbilt

MODEL: 367 YEAR: 2014 PURCHASE AMOUNT: _____

ENGINE: MAKE: Cummins MODEL: ISX 15 FUEL TYPE: Diesel

HORSEPOWER: 485 CYLINDER: 6 ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: 1438

BELTS:	DESCRIPTION:	PART NUMBERS:
	<u>Fan belt (engine)</u>	<u>D84-1000-610220</u>
	<u>AC belt</u>	<u>D84-1000-6061547</u>

GVW: 80,000 AXLE CAPACITY: FRONT: 20,000 REAR: 46,000

TIRES: FRONT MAKE & SIZE: Bridge Stone 425/65R22.5
REAR MAKE & SIZE: Bridge Stone 11R22.5

DIMENSIONS OF UNIT: LENGTH: 400" WIDTH: 102" LENGTH: 400"

VENDOR CONTACT PERSON: Mark Steinmetz PHONE: 651-455-6500

PARTS:

BATTERY MAKE: Paccar MODEL: 1000 CCA: 2800

TOP OR SIDE POST: TOP DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: Bosch PART #: 2897518NX

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: Paccar PART #: 027-6001-0130P

STARTER MAKE: Paccar PART #: D61-6002-010

TURBO CHARGER MAKE: Holset PART #: 430926NX

TRANS. MAKE: Allison MODEL: 4500 RDS-P AUTO/MANUAL: Auto

HYDRAULIC PUMP MAKE: _____ MODEL: _____

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	<u>Fleetguard</u>	<u>LF 9080</u>	<u>Delo Mobil</u>	
AIR INNER	<u>55013817</u>	<u>Paccar</u>		
AIR OUTER	<u>522293</u>	<u>Donaldson</u>		
FUEL PRIMARY	<u>Paccar</u>	<u>FP 382</u>		
FUEL SECONDARY	<u>Fleetguard</u>	<u>FF5776</u>		
COOLANT	<u>TRP</u>	<u>ELC</u>		
HYDRAULIC				
OTHER				



Allstate Sales Inc A103
211 Hammond Av

State Of West Virginia
Brushy Fork Road
Route 33

Superior, Wisconsin United States 54880
Phone: (509) 882-3764
Fax:
Email: jltrapp@wdlaron.com

Buckhannon, West Virginia United States 26201
Phone: (304) 558-2402
Fax:
Contact Email:
Prepared for:

Vehicle Summary

	Unit		Chassis	
Model:		Model 367	Fr Axle Load (lbs):	20000
Type:		Full Truck	Rr Axle Load (lbs)	46000
Description:		367 WV 03-18-2013	G.C.W. (lbs):	80000
	Application		Road Conditions:	
Intended Serv.:		Utility/Lube Service	Class A (Highway)	100
Commodity:		Other Commodity	Class B (Hwy/Mtn)	0
	Body		Class C (Off-Hwy)	0
Type:		Platform w/Devices	Class D (Off-Road)	0
Length (ft):		20	Maximum Grade:	6
Height (ft):		13.5	Wheelbase (in):	285
Max Laden Weight (lbs):		1000	Fr Axle to BOC (in):	76.8
	Trailer		Cab to Axle (in):	208.2
No. of Trailer Axles:		0	Cab to EOF (in):	276.2
Type:				
Length (ft):		0	Special Req.	
Height (ft):		0.0		
Kingpin Inset (in):		0		
Corner Radius (in):		0		
	Restrictions			
Length (ft):		40		
Width (in):		102		
Height (ft):		13.5		

Approved by: _____ Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

PACCAR FINANCIAL	Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com .
	PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

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Effective Date:	Jan 1, 2013		Quote/DTPO/CO:	Q81010391
Prepared by:	Jeremy Trapp		Version Number:	26.33



Allstate Sales Inc A103
211 Hammond Av

State Of West Virginia
Brushy Fork Road
Route 33

Superior, Wisconsin United States 54880
Phone: (509) 882-3764
Fax:
Email: jltrapp@wdlarson.com

Buckhannon, West Virginia United States 26201
Phone: (304) 558-2402
Fax:
Contact Email:
Prepared for:

	Description	Weight
Base Model		
	Model 367	15,195
	Other Commodity	0
	Utility/Lube Service Truck used to service construction and mining equipment. Includes bodies such as, mechanics service bodies, tire hoists, fuel/lube, boom, etc.	0
	Platform w/Devices	0
Frame & Equipment		
	11-5/8in Steel Rails To 444 in 11.625 x 3.874 x .375 Dimension, 2,568,000 RBM	719
	10-3/4 x 3/8in Full Steel Liner For use with 11-5/8in rail.	1,354
	Heavy-Duty Iron Front Spring Brackets Fwd & Rear	35
	EOF Square without Xmbr For use with body builder installed crossmember.	-64
	Omit Rear Mudflaps and Hangers	-25
Front Axle & Equipment		
	Dana Spicer D2000F 20,000 lb, 3.5in Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	503
	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	0
	Power Steering Sheppard SD110 Dual Glidekote splines on steering shaft extend service life of components.	0
	Power Steering Reservoir Frame Mounted w/Cooler	2
	PHP10 Aluminum LMS Hubs 11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals.	0
	Greasable Front Spring Pins	0

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Description	Weight
Bendix Air Cam Front Drum Brakes 16.5x6 For use with 20,000 lbs to 22,000 lbs steer axles or FSD16 front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	0
Dust Shields, CAM And Air Disc Brakes, Front Axle	4
Gusseted Cam Brackets, Steer Axle	0
Rear Axle & Equipment	
Dana Spicer D46-170 46,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	434
Watson-Chalin AL2200 (1) 23,000 lb Pusher Includes gauge in dash and (1) air tank. Non-Steer Lifiable Pusher	2,112
70in Pusher Axle Spacing From Centerline of Forward Drive Axle	0
PHP10 Aluminum LMS Hubs, Cast Drums Standard with 10,000 lb and 20,000 lb non-steer tag/pusher axles. 11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals.	0
PHP10 Aluminum LMS Hubs 11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals.	0
Parking Brakes (Axle Package)	-20
Parking Brakes, Tag / Pusher Axles	26
Dust Shields For Cam Brakes, Drive Axle(s)	0
Dust Shields For Cam Brakes, Tag/Pusher Axle(s)	15
Rear Brake Camshaft Reinforcement	9
Lube Pump, Drive Axle(s)	36
Gusseted Cam Brackets, Drive Axle(s)	2
SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
Stability System Not Selected or Not Available	0
Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	-30

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Description	Weight
Synthetic Axle Lubricant All Axles The conventional model product line includes Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
Bendix Air Cam Rear Drum Brakes 16.5x7 Inc automatic slack adjusters & outboard mounted brake drums.	0
Ratio 5.38 Rear Axle	0
Hendrickson RT463 46,000 lb, 54in Axle Spacing	796
Engine & Equipment	
ISX15 485@1800 GOV@2000 1650@1200 Family 2(2013 Emissions) Includes alum flywheel housing. Chevron Delo LE SAE 15W40 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. N20300 P029 No....Idle Shutdown Enable N20380 P001 65....Max Speed in Top Gear N20400 P059 65....Maximum Cruise Speed N20440 P030 5.....Idle Shutdown Timer	355
Remote PTO And Throttle Provision	0
CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
PACCAR 130 Amp Alternator, Brushless w/Voltage Regulator. Remote Sense is not available or needed with the PACCAR Alternator. At low engine RPM, the PACCAR Alternator puts out 80 amps verses 60 amps on other alternators. 12 Volt system with circuit protection for reliable easy maintenance & service. Weather pack silicone sealed electrical chassis connectors enhance value, durability, reliability. Wires numbered every 4" or less.	0
Immersion Type Pre-Heater 110-120V Phillips	2
PACCAR 12V Starter	0
4 PACCAR Premium 12V Dual Purpose Batt 2800 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	62
2-Speed Fan Clutch For Frequent Start/Stops	0
18.7 CFM Air Compressor Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
Intebrake (Furnished on Engine)	0
PACCAR Fuel Filter, Unheated With water in fuel (WIF) sensor	0

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Description	Weight
Engine Protection Shutdown Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	0
High Efficiency Cooling System Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage.	0
(2) 13in Painted Air Cleaners, Cowl Mtd, Painted Cap. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake. Stainless steel air cleaner straps, brackets, & fasteners provide a durable bright finish.	55
Exhaust Single RH Side Of Cab DPF/SCR RH under cab. Includes cab entry RH under cab and full round stainless steel exhaust guard.	0
Curved Tip Standpipe(s)	0
36in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)	4

Transmission & Equipment

Allison 4000 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support, TranSynd Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation)	235
SPL250HD-XL Driveline, Two Midship Bearings	721
SPL170-XL Interaxle Driveline For tandem rear axles	45
(1) Dash Mounted Single Acting Air PTO Control Standard with PTO engaged indicator light on Class 8 units. Occupies the space of one gauge.	0
Brake Lock PTO Control For use with transmission mounted PTO.	2
Allison 6-Speed Configuration, Close Ratio Gears Allison 4000 Trans only	0
Dash Mounted Push Button Shifter	0
Allison Load Based Shift Schedule (LBSS)	0

Air & Trailer Equipment

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Description	Weight
Bendix AD-IS Air Dryer with Heater An integrated system air dryer that incorporates the functions of the air dryer, purge reservoir (which increases the drying capacity), wet air tank, pressure relief valve, single check valves, and pressure protection valve for air susp and other air accessories. Includes easy-to-service spin-on dessicant cartridge.	0
Berg Pull Cord Drain Valve(s) - All Air Tanks	0
Nylon Chassis Hose	0
Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
Omit Standard Trailer Connection Package (Omits 12ft A&E lines, Hose Tenna, and Hand Valve)	-28
Tires & Wheels	
TP:(4) Accur 50408 Plt 22.5x8.25 Stl Whl For use with non-steer tag/pusher axles, Pilot Mount	0
TP: (4) BR 16ply 255/70R22.5 R250ED For use with non-steer tag/pusher axles	-63
FF: BR 20ply 425/65R22.5 M844F	146
RR: BR 14ply 11R22.5 M726EL	120
Code-rear Tire Qty 08	0
FF: Accur 29806 Plt 22.5x12.25 Stl Whl Pilot Mount. 11,500 lb. load rating per wheel.	81
RR: Accur 50291 Plt 22.5x8.25 Stl Whl Heavy Duty	44
Code-rear Rim Qty 08	0
Fuel Tanks	
26in Aluminum 100 Gallon Fuel Tank LH U/C Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	22
Location LH U/C 100 Gallon	0
Fuel Cooler Required with single fuel tank.	15
DEF Tank Mounted LH BOC Models 210, 220 and 320 mounted LH cab fender.	0
DEF Tank Small	0

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Description	Weight
RH Tank None Furnished	-86
Battery Box & Bumper	
Aluminum Space Saver Battery Box RH BOC Battery Access From Side N6010 NEED TO MOUNT BATTERY BOX N6011 AS FAR FORWARD AS POSSIBLE	-20
DPF Cab Entry Aluminum Non-Slip Step RH Under Cab	0
Steel Bumper Swept Back Painted w/o FEPTO Two tow pins and step plates on top of bumper	-9
Cab & Equipment	
Alum Cab 123in BBC Fiberglass Hood SBFA Fenders w/polished crown, spring tilt assist. Proprietary anti-blow-down locking mechanism that keeps hood open during servicing & prevents unintentional closing. Hood latch each side secures hood to cowl. Proprietary all-alum cab is light weight & durable for long service life. One-piece roof reduces potential for leaks. Two-piece windshield for cost effective windshield replacement. Lap seam construction & aircraft fasteners has greater clamp load than rivets. Bulkhead style doors provide virtually water-tight, rattle-free performance. Extruded alum door frames for strength & durability. Full length, heavy-duty piano-type stainless steel door hinges & pins provide durability. View window in RH door for safety. Electric windshield wipers & washers w/intermittent wiper function. Grab handles mtd on cab LH & RH for cab access. Convex mirror over RH door & below each rear view mirror for improved visibility & safety.	74
SmartSound Cab Insulation Package Cab acoustic insulation package for day cabs. Includes insulated inside firewall, top side floor damping, absorber treated kick panels, and insulated backwall and roof structure.	65
Rubber Fender Lips 4 inch Extra Wide	8
Peterbilt UltraRide Driver Seat	0
Peterbilt UltraRide Passenger Seat	0
Air Ride Driver	0
High Back Driver	0
Vinyl Driver	0
Non-Air Ride Passenger	0
High Back Passenger	0
Vinyl Passenger	0
Adjustable Steering Column - Tilt/Telescope	11
Steering Wheel with Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0

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Description	Weight
ProBilt Interior - Arctic Gray Includes rugged charcoal instrument panels, gray dash with glare-resistant, charcoal soft-touch upper, dark gray hard trim, black bezels on gauges, cigar lighter and ashtray with power port, monochromatic dark gray durable doorpads with map pocket on driver's side, dark gray molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted domelight, driver and passenger dome/reading lights, footwell lighting, integrated "dead pedal", (5) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, cup holder and map bin in dash.	0
Extended Rear Window ipo Std Window-Day Cab The extended rear window protrudes two inches more than the standard conventional rear cab window. Take this into consideration when determining your loadspace.	0
Day Cab Rear Window	0
Two Piece Flat Windshield	0
Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
Outside Sunvisor, Stainless Steel	4
SSTL Mirrors Ea Side Heated and Motorized with Switch on Door	2
Convex 8 Inch SSTL LH/RH Hood with adjustable bent arm for downward visibility.	8
(2) Convex 8 Inch SS Mirror Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated.	0
Polished Lower Mirror Bracket Covers	0
(2) Hadley Air Horns Rect 26in Chromed Includes horn shields with Peterbilt logo.	4
ConcertClass Audio System without CD Includes weatherband.	2
Plug-In Auto Reset Circuit Breaker in place of fuses in junction box.	0
Additional 12V Power Outlet-Dash Mounted For use with ProBilt or Prestige Interior (Standard on Platinum Interior)	0
Removable Bugscreen Behind Grille	2
Peterbilt Electric Windshield Wipers with Intermittent Feature	0
Unibilt Cab Air Suspension Includes dual air bag suspension, leveling valve, and tracking rod.	11
Triangle Reflector Kit Shipped Loose	13
5 lb 3A:40bc Fire Extinguisher Cab Mounted	8

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Description	Weight
Backup Alarm (107dB)	6
Air Restriction Gauge On Dash	0
Fuel Filter Restriction Gauge	0
Ammeter	0
Bright Bezel Gauges	0
Main Instrumentation Panel w/Graphics Display Includes speedometer with tripodometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights w/audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators; multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.	0
Up to 6 Additional Rocker Switches in D Panel	0
Headlight Single Pod Mtd w/Hella Vision Plus with Integral Turn Signals	0
(5) Marker Lights, Aero LED Light Emitting Diodes	0
(2) SSTL Brkts Roof Mounted F/O Beacon/Strobe Lights. Mounted above each door toward rear - Includes switch and wiring.	4

Paint

Standard Paint Color Selection	0
(1) Color Dupont Two Stage - Cab/Hood Base Coat/Clear Coat	0
N85020 A - L0006EB WHITE - Stand	
N85400 HOOD TOP L0006EB WHITE - Stand	
N85500 CAB ROOF L0006EB WHITE - Stand	
N85200 FRAME N0001EA BLACK	
N85700 BUMPER N0001EA BLACK	
N85300 FENDER L0006EB WHITE - Stand	
N85720 SK FAIRINGS L0006EB WHITE - Stand	

Options Not Subject To Discount

Heavy Duty Emissions Surcharge \$9250	0
Vehicle Layout See Truck Sales Bulletin 12-89 for additional information.	0

Miscellaneous

Day Cab / ProBilt Interior (DB)	0
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Total Weight

23028

Prices and Specifications Subject to Change Without Notice.

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Allstate Sales & Leasing Corp.

558 E. Villaume Ave
 South St. Paul, MN 55075
 (651) 455-6500
 Fax: 651-450-8118

SALESPERSON - Jamie Greshowak

DATE 7/8/2013

PURCHASE ORDER

CUSTOMER State of West Virginia
 ADDRESS 2019 Washington St E EMAIL Alan.W.Cummings@wv.Gov
 CITY Charleston STATE WV ZIP 25305
 COUNTY _____ PHONE 304-558-2402
 CONTACT NAME Alan Cummings
 YEAR 2014 MAKE Peterbilt MODEL 367
 SERIAL NUMBER TBD STOCK NUMBER: TBD

PRICES ON ORDERED TRUCKS OR TRAILERS ARE SUBJECT TO CHANGE

2014 Peterbilt 367 Cab & Chassis	BASE PRICE	\$	133,975.00
D2000F 20K FRONT AXLE			
D46-170 46k REAR AXLE			
ISX15 485HP			
ALLISON TRANS			
		TOTAL PRICE	\$ 133,975.00
GROSS TRADE ALLOWANCE	\$ -	DOCUMENTARY FEE	
BALANCE OWED	\$ -	SALES TAX	
NET TRADE ALLOWANCE	\$ -	FET (NEW)	
		(TRADE-IN)	
ALL TRADE-INS ARE SUBJECT TO A PHYSICAL APPRAISAL AT TIME OF DELIVERY		TRANSIT TAX	
TRADE:		LICENSE FEES	
YEAR _____ MAKE _____ MODEL _____		PLATE FEES	
SERIAL NO. _____		(NON-REFUNDABLE DEPOSIT)	
MORTGAGED BY _____		BALANCE	\$ 133,975.00
PHONE _____		(DOWN PAYMENT)	
		TOTAL TO FINANCE	\$ 133,975.00

FAILURE OF BUYER TO TAKE POSSESSION WITHIN TEN DAYS OF NOTIFICATION BY SELLER THAT THE VEHICLE IS READY MAY BE DEEMED BY SELLER AS A CANCELLATION OF THE CONTRACT BY THE BUYER.

THIS TRUCK/TRAILER SOLD
XXXX WITH MANUFACTURERS STANDARD NEW TRUCK OR TRAILER WARRANTY
 _____ AS IS, I HEREBY MAKE THIS PURCHASE KNOWINGLY WITHOUT ANY GUARANTEE EXPRESSED OR IMPLIED, BY THIS DEALER OR HIS AGENT

CUSTOMER'S SIGNATURE _____

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE STATED IN THIS DOCUMENT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE ITEM(S).

If this is a credit sale, buyer is entitled to and will receive a fully completed disclosure statement setting forth the terms of the financing.
 This contract is not assignable and not cancelable and all terms and conditions of this sale are contained on this and reverse side and the terms on the reverse side of this order are as much a part of the agreement as if written on this side and no other verbal understandings or promises whatsoever are a part of this agreement.
 The customer certifies that he is 18 years of age or over and warrants that he is the true and lawful owner of the truck traded in and that it is free of all encumbrances whatsoever except as noted above.
 The undersigned purchaser acknowledges that he has read and understands side and has received a copy of this order executed herewith.

PURCHASER _____
 BY _____
 SALESMAN _____
 ACCEPTED BY _____
THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER



State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
- 7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Allstate Peterbilt Group Signed: [Signature]

Date: 7/05/13 Title: Truck sales

RFQ No. 70135012

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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 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: Allstate Peterbilt Group

Authorized Signature: [Signature]

Date: 07-05-2013

State of Minnesota

County of Dakota, to-wit:

Taken, subscribed, and sworn to before me this 8 day of July, 2013.

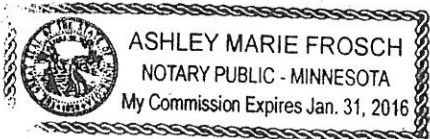
My Commission expires 1/31/16, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature] 7/8/13

Purchasing Affidavit (Revised 07/01/2012)



NOTE:

**Vendor and Notary's date must be the same.
Notary required to AFFIX SEAL on Purchasing Affidavit.**