REQUEST FOR QUOTATION
DPS 1413 BRAKE ROTORS AND PADS

34	2005 Dodge Durango Rear Rotor	4	$ 51.07	$ 204.27
35	2005 Dodge Durango Front Pad Set	4	$ 43.84	$ 175.37
36	2005 Dodge Durango Rear Pad Set	4	$ 40.06	$ 160.23
	Failure to use this form may result in disqualification.		Total Cost	$ 21,921.29

Bidder / Vendor Information:

Name: Electric Motor Service
Address: 70 River Road
Logan WV 25601
Phone #: 800-697-6070
Email Address: DPetitte@emsparts.com

Contract Coordinator Information:

Name: Bob Petitte
Address: 70 River Road
Logan WV 25601
Phone #: 304-687-2032
Email Address: DPetitte@emsparts.com

*Quantities are estimated annual usage for bidding purposes and bidder's information.

01/14/14 10:43:08AM
West Virginia Purchasing Division

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

Solicitation

NUMBER	PAGE
DPS1413	1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO
WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED
11/26/2013

BID OPENING DATE: 12/19/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		060-21		

POLICE USE BRAKE ROTORS AND PADS

OPEN END CONTRACT

THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE POLICE USE BRAKE ROTORS AND PADS, PER THE ATTACHED SPECIFICATIONS.

ATTACHMENTS INCLUDE:

1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS.
2. GENERAL TERMS AND CONDITIONS.
3. DPS1413 SPECIFICATIONS.
4. CERTIFICATION AND SIGNATURE PAGE.
5. PURCHASING AFFIDAVIT.
6. RESIDENT VENDOR PREFERENCE (RVP) FORM.

THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

Solicitation

NUMBER	PAGE
DPS1413	2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO
WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED
11/26/2013

BID OPENING DATE: 12/19/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	****** THIS IS THE END OF RFQ DPS1413 ****** TOTAL:					

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: December 12,2013 at 5:00pm

Submit Questions to: Dean Wingerd
2019 Washington Street, East
Charleston, WV 25305
Fax: 304-558-4115
Email: Dean.C.Wingerd@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
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: December 19,2013 at 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

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

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 Award

and extends for a period of 1 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 2 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.

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

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

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

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 and shall list the state as a certificate holder:

☐ **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 for

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. [RESERVED]

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.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the **West Virginia State Police (WVSP)** to establish an open-end contract for police use brake rotors and pads. This is necessary as standard use brake pads and rotors that include many aftermarket replacements cannot provide adequate stopping power and safe operation experienced under conditions routinely experienced by emergency use vehicles. The WVSP maintains a fleet of over 700 Police Service Vehicles.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 **"Contract Item"** or **"Contract Items"** means the list of items identified in Section 3, Subsection 1 and 2 below.

   2.2 **"Pricing Page"** means the schedule of prices, estimated order quantity, and totals attached hereto as Appendix A and Appendix B and used to evaluate the RFQ.

   2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as **DPS 1413**.

3. **GENERAL REQUIREMENTS:**

   Contract Items and Mandatory Requirements: Vendor shall provide the WVSP with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below. *Vendors should submit a product sheet for each item bid, which is to include at a minimum: manufacturer, part number, general specifications for the item, and the application proposed and proof of required certification if not OEM parts.* Any bid received without this required written documentation will not be considered for bid award. The WVSP has listed multiple items in this bid specification and has numbered each as a separate item.

3.1 OEM or Equivalent Brake Rotors

3.1.1 Brake rotors must meet or exceed the OEM specifications for the **POLICE PACKAGE,** if applicable, vehicles listed on BID FORM Appendix A of this RFQ.

3.1.2 For the vehicles listed on PRICING PAGE Appendix A, all brake rotors MUST be Dual Dynamometer Differential Effectiveness Analysis (D3EA) Police / Public Service Vehicle (PPSV) Certified for the specific make, model and year listed. OEM parts meet this requirement as do many aftermarket replacement parts.

3.1.3 For the vehicles listed on PRICING PAGE Appendix B, all brake rotors MUST meet or exceed OEM specifications and be Dual Dynamometer Differential Effectiveness Analysis (D3EA) Certified for the specific make, model and year listed. OEM parts meet this requirement as do many aftermarket replacement parts.

3.1.4 All brake rotors must come with a minimum 12 month or 12,000 mile warranty.

3.2 OEM or Equivalent Brake Pads

3.2.1 Brake pads must meet or exceed the OEM specifications for the **POLICE PACKAGE**, if applicable, vehicles listed on PRICING PAGE Appendix A of this RFQ.

3.2.2 For the vehicles listed on PRICING PAGE Appendix A, all brake pads MUST be Dual Dynamometer Differential Effectiveness Analysis (D3EA) Police / Public Service Vehicle (PPSV) Certified for the specific make, model and year listed. OEM parts meet this requirement as do many aftermarket replacement parts.

3.2.3 For the vehicles listed on the PRICING PAGE Appendix B, all brake pads MUST meet or exceed OEM specifications and be Dual Dynamometer Differential Effectiveness Analysis (D3EA) Certified for the specific make, model and year listed. OEM parts meet this requirement as do many aftermarket replacement parts.

3.2.4 All brake pads must come with a minimum 12 month or 12,000 mile warranty.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide the WVSP with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the PRICING PAGES. **The WVSP reserves the right to make multiple or split awards from this single solicitation.**

4.2 Pricing Pages: Vendor should complete the PRICING PAGES by listing a per unit price in the appropriate column and then multiplying that price by the estimated quantity and placing the total in the "Extended Price" column. The vendor shall total all items that the vendor is bidding on and placing that total in the "Total" space at the bottom of the Extended Price column. Vendor should complete the PRICING PAGE in its entirety as failure to do so may result in Vendor's bids being disqualified.

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

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the PRICING PAGE to prevent errors in the evaluation.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how the WVSP may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing WVSP orders on-line.

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

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver orders within three (3) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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

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

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the locations listed in **6.3.1**. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the WVSP separately for such delivery.

6.3.1 Locations

A. 1085 South Pike Street, Shinnston, WV 26431
B. 409 Industrial Blvd., Kearneysville, WV 25430
C. 1300 Harrison Avenue, Elkins, WV 26241
D. 711 Jefferson Road, So. Charleston, WV 25309
E. 105 Pinecrest Drive, Beckley, WV 25801

6.4 Return of Unacceptable Items: If the WVSP deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse the WVSP for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the WVSP with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. from the locations listed in **6.3.1**. The returned product shall either be replaced, or the WVSP shall receive a full credit or refund for the purchase price, at the discretion of the WVSP.

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

7. MISCELLANEOUS:

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

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

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

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

Contract Manager: Bob Petitte

Telephone Number: 304 687 2032

Fax Number: 304 752 6084

Email Address: bpetitte@emsparts.com

REQUEST FOR QUOTATION
DPS 1413 BRAKE ROTORS AND PADS

PRICING PAGE DPS 1413
APPENDIX A
D3EA PPSV Certified

DPS - 1413 – Brake Pads and Brake Rotors		BID OPENING:		
Item #	Description	*Estimated Annual Quantity	Unit Price	Extended Price
1	2013 Ford Taurus/Explorer Front Rotor	100	$ 58.73	$ 5,873.20
2	2013 Ford Taurus/Explorer Rear Rotor	100	$ 46.22	$ 4,621.51
3	2013 Ford Taurus/Explorer Front Pad Set	100	$ 50.65	$ 5,065.40
4	2013 Ford Taurus/Explorer Rear Pad Set	100	$ 38.66	$ 3,865.70
5	2004-2011 Ford Crown Victoria Front Rotor	400	$ 83.97	$ 33,586.27
6	2004-2011 Ford Crown Victoria Rear Rotor	400	$ 60.64	$ 24,255.27
7	2004-2011 Ford Crown Victoria Front Pad Set	400	$ 46.64	$ 18,656.67
8	2004-2011 Ford Crown Victoria Rear Pad Set	400	$ 46.64	$ 18,656.67
9	2006-2011 Chevy Impala Front Rotor	400	$ 83.98	$ 33,591.60
10	2006-2011 Chevy Impala Rear Rotor	400	$ 60.65	$ 24,260.60
11	2006-2011 Chevy Impala Front Pad Set	400	$ 53.32	$ 21,328.00
12	2006-2011 Chevy Impala Rear Pad Set	400	$ 53.32	$ 21,328.00
13	2007 Dodge Charger Front Rotor	4	$ 91.44	$ 365.78
14	2007 Dodge Charger Rear Rotor	4	$ 60.64	$ 242.55
15	2007 Dodge Charger Front Pad Set	4	$ 46.64	$ 186.57
16	2007 Dodge Charger Rear Pad Set	4	$ 46.64	$ 186.57
	Failure to use this form may result in disqualification.		Total Cost	$ 215,883.78

Bidder / Vendor Information:

Name: Electric Motor Service
Address: 70 River Rd.
Logan, WV 25601
Phone #: 800 697 6070
Email Address: bpetitte@emspart.com

Contract Coordinator Information:

Name: Bob Petitte
Address: 70 River Rd
Logan WV 25601
Phone #: 304 687 2032
Email Address: bpetitte@emsparts.com

*Quantities are estimated annual usage for bidding purposes and bidder's information.

REQUEST FOR QUOTATION
DPS 1413 BRAKE ROTORS AND PADS

PRICING PAGE DPS 1413
APPENDIX B
D3EA Certified

DPS - 1413 – Brake Pads and Brake Rotors		BID OPENING:		
Item #	Description	*Estimated Annual Quantity	Unit Price	Extended Price
1	2011-2013 Ford Expedition Front Rotor	50	$ 63.96	$ 3197.87
2	2011-2013 Ford Expedition Rear Rotor	50	$ 48.01	$ 2400.73
3	2011-2013 Ford Expedition Front Pad Set	50	$ 57.25	$ 2862.62
4	2011-2013 Ford Expedition Rear Pad Set	50	$ 43.07	$ 2153.46
5	2009-2010 Ford Explorer Front Rotor	25	$ 51.45	$ 1286.35
6	2009-2010 Ford Explorer Rear Rotor	25	$ 41.27	$ 1031.74
7	2009-2010 Ford Explorer Front Pad Set	25	$ 56.80	$ 1419.98
8	2009-2010 Ford Explorer Rear Pad Set	25	$ 40.88	$ 1022.08
9	2012 Ford F-250 4WD Front Rotor	4	$ 72.48	$ 289.90
10	2012 Ford F-250 4WD Rear Rotor (Not Dually)	4	$ 73.86	$ 295.45
11	2012 Ford F-250 4WD Front Pad Set	4	$ 43.74	$ 174.94
12	2012 Ford F-250 4WD Rear Pad Set (Not Dually)	4	$ 45.79	$ 183.15
13	2011 GMC Sierra 2500 Front Rotor	4	$ 80.25	$320.99
14	2011 GMC Sierra 2500 Rear Rotor	4	$ 80.25	$320.99
15	2011 GMC Sierra 2500 Front Pad Set	4	$ 45.88	$183.53
16	2011 GMC Sierra 2500 Rear Pad Set	4	$ 81.74	$326.96
17	2009 Dodge 2500 Front Rotor	4	$ 57.52	$230.08
18	2009 Dodge 2500 Rear Rotor	4	$ 46.92	$187.69
19	2009 Dodge 2500 Front Pad Set	4	$ 58.63	$234.50
20	2009 Dodge 2500 Rear Pad Set	4	$ 52.65	$210.61
21	2008 Chevy Trailblazer Front Rotor	4	$ 52.25	$209.01
22	2008 Chevy Trailblazer Rear Rotor	4	$ 47.59	$190.35
23	2008 Chevy Trailblazer Front Pad Set	4	$ 45.86	$183.42
24	2008 Chevy Trailblazer Rear Pad Set	4	$ 45.86	$183.42
25	2007 Dodge 2500 Front Rotor	4	$ 84.25	$336.98
26	2007 Dodge 2500 Rear Rotor	4	$ 95.75	$383.00
27	2007 Dodge 2500 Front Pad Set	4	$ 49.25	$197.02
28	2007 Dodge 2500 Rear Pad Set	4	$ 53.25	$213.01
29	2006 Ford F-250 4WD Front Rotor	4	$ 72.48	$289.90
30	2006 Ford F-250 4WD Rear Rotor (Not Dually)	4	$ 73.86	$295.45
31	2006 Ford F-250 4WD Front Pad Set	4	$ 45.67	$182.67
32	2006 Ford F-250 Rear 4WD Pad Set (Not Dually)	4	$ 45.64	$182.57
33	2005 Dodge Durango Front Rotor	4	$ 50.25	$201.02

Rev. 07/12

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. X **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: Electric Motor Service **Signed:** _____

Date: 12/13/13 **Title:** President

RFQ No. DPS1413

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 exceed 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: Electric Motor Service

Authorized Signature: _____ Date: 12-13-13

State of West Virginia

County of Logan, to-wit:

Taken, subscribed, and sworn to before me this 13th day of December, 2013.

My Commission expires April 11, 2016, 20___.

AFFIX SEAL HERE

OFFICIAL SEAL
Notary Public, State Of West Virginia
JOY M. BREWER
427 Palmer Avenue
Logan, WV 25601
My Commission Expires April 11, 2016

NOTARY PUBLIC Joy M Brewer

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.

Electric Motor Service
(Company)

(Authorized Signature)

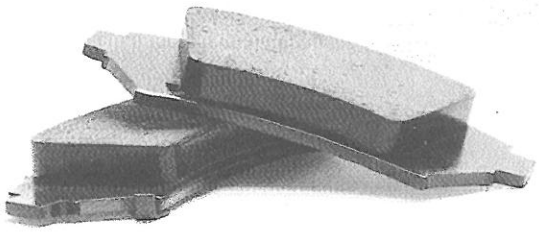
Bob Petitte Sales MANAGER
(Representative Name, Title)

304 687 2032 304 752 6084
(Phone Number) (Fax Number)

12/13/13
(Date)

tem #	Description	Volume	Part #	Manufacturer	Classification	Certification
1	2013 Taurus front rotor	100	BRRF202	Motorcraft	Original Equipment	D3ea PPSV
2	2013 Taurus rear rotor	100	BRRF92	Motorcraft	Original Equipment	D3ea PPSV
3	2013 Taurus front pads	100	BRF1435	Motorcraft	Original Equipment	D3ea PPSV
4	2013 Taurus rear pads	100	BRF1383	Motorcraft	Original Equipment	D3ea PPSV
5	04-11 Crown Vic front rotor	400	18A2585	AC Delco	Specialty/Performance	D3ea PPSV
6	04-11 Crown Vic rear rotor	400	18A2740	AC Delco	Specialty/Performance	D3ea PPSV
7	04-11 Crown Vic front pads	400	17D931MHPV	AC Delco	Specialty/Performance	D3ea PPSV
8	04-11 Crown Vic rear pads	400	17D1040AMHPV	AC Delco	Specialty/Performance	D3ea PPSV
9	06-11 Impala front rotors	400	18A2583	AC Delco	Specialty/Performance	D3ea PPSV
10	06-11 Impala rear rotors	400	18A2742	AC Delco	Specialty/Performance	D3ea PPSV
11	06-11 Impala front pads	400	17D1159MHPV	AC Delco	Specialty/Performance	D3ea PPSV
12	06-11 Impala rear pads	400	17D698MHPV	AC Delco	Specialty/Performance	D3ea PPSV
13	07 Dodge Charger front rotor	4	18A2343SD	AC Delco	Specialty/Performance	D3ea PPSV
14	07 Dodge Charger rear rotor	4	18A2741	AC Delco	Specialty/Performance	D3ea PPSV
15	07 Dodge Charger Front pad	4	17D1058MHPV	AC Delco	Specialty/Performance	D3ea PPSV
16	07 Dodge Charger rear pad	4	17D1057AMHPV	AC Delco	Specialty/Performance	D3ea PPSV
1	11-13 Ford Expedition frt roto	50	18A2791	AC Delco	Durastop Original Equipment	D3ea
2	11-13 Ford Expedition rear ro	50	18A2460	AC Delco	Durastop Original Equipment	D3ea
3	11-13 Ford Expedition frt pad	50	17D1414CH	AC Delco	Durastop Original Equipment	D3ea
4	11-13 Ford Expedition rear pa	50	17D1279M	AC Delco	Durastop Original Equipment	D3ea
5	09-10 Ford explorer front roto	25	18A2532	AC Delco	Durastop Original Equipment	D3ea
6	09-10 ford explorer rear rotor	25	18A1426	AC Delco	Durastop Original Equipment	D3ea
7	09-10 ford explorer front pads	25	17D1158MHPV	AC Delco	Durastop Original Equipment	D3ea
8	09-10 ford explorer rear rotor	25	17D981C	AC Delco	Durastop Original Equipment	D3ea
9	12 f-250 4wd front rotor	4	18A1708	AC Delco	Durastop Original Equipment	D3ea
10	12 f-250 4wd rear rotor	4	18A2330	AC Delco	Durastop Original Equipment	D3ea
11	12 f-250 4wd front pads	4	17D1333MH	AC Delco	Durastop Original Equipment	D3ea
12	12 f-250 4wd rear pads	4	17D1334MH	AC Delco	Durastop Original Equipment	D3ea
13	11 gmc sierra 2500 front roto	4	18A2804	AC Delco	Durastop Original Equipment	D3ea
14	11 gmc sierra 2500 rear rotor	4	18A2805	AC Delco	Durastop Original Equipment	D3ea
15	11 gmc sierra 2500 front pads	4	17D1411CH	AC Delco	Durastop Original Equipment	D3ea
16	11 gmc sierra 2500 rear pads	4	171-1023	AC Delco	Durastop Original Equipment	D3ea
17	09 Dodge 2500 front rotor	4	18A2680	AC Delco	Durastop Original Equipment	D3ea
18	09 Dodge 2500 rear rotor	4	18A2679	AC Delco	Durastop Original Equipment	D3ea
19	09 Dodge 2500 front pads	4	17D1399MH	AC Delco	Durastop Original Equipment	D3ea
20	09 Dodge 2500 rear pads	4	17D1400MH	AC Delco	Durastop Original Equipment	D3ea
21	08 chevy trailblazer front roto	4	18A1421	AC Delco	Durastop Original Equipment	D3ea
22	08 chevy trailblazer rear rotor	4	18A1207	AC Delco	Durastop Original Equipment	D3ea
23	08 chevy trailblazer front pads	4	17D1169CH	AC Delco	Durastop Original Equipment	D3ea
24	08 chev traiblazers rear pads	4	17D883CH	AC Delco	Durastop Original Equipment	D3ea
25	07 dodge 2500 front rotor	4	18A1482	AC Delco	Durastop Original Equipment	D3ea
26	07 dodge 2500 rear rotor	4	18A1592	AC Delco	Durastop Original Equipment	D3ea
27	07 dodge 2500 front pads	4	17D965MH	AC Delco	Durastop Original Equipment	D3ea
28	07 dodge 2500 rear pads	4	17D702AMHPV	AC Delco	Durastop Original Equipment	D3ea
29	06 f-250 4wd front rotor	4	18A1708	AC Delco	Durastop Original Equipment	D3ea
30	06 f-250 4wd rear rotor	4	18A2330	AC Delco	Durastop Original Equipment	D3ea
21	06 f-250 4wd front pads	4	17D1069M	AC Delco	Durastop Original Equipment	D3ea
32	06 f-250 4wd rear pads	4	17D1068M	AC Delco	Durastop Original Equipment	D3ea
33	05 dodge durango front rotors	4	18A1324SD	AC Delco	Durastop Original Equipment	D3ea
34	05 dodge durango rear rotors	4	18A1428	AC Delco	Durastop Original Equipment	D3ea
35	05 dodge durango front pads	4	17D966MH	AC Delco	Durastop Original Equipment	D3ea
36	05 dodge durango rear pads	4	17D898MH	AC Delco	Durastop Original Equipment	D3ea

Get reliable stopping power with ACDelco DuraStop brake parts.



CONSISTENT WITH FEDERAL SAFETY STANDARDS

D³EA® CERTIFIED

BRAKE PADS

- ACDelco DuraStop line offers three types of pads:
  - Organic
  - Semi-metallic
  - Ceramic

DuraStop CERAMIC BRAKE PADS

- Generally are quieter and offer more durability than semi-metallic pads
- D³EA tested and approved where platform available
- Produce less dust than semi-metallic brake pads
- Manufactured using ceramic and nonferrous materials
- ACDelco DuraStop brake pads and shoes carry a limited lifetime warranty.* All other DuraStop brake products carry a limited warranty of 12 months from sale or installation with unlimited mileage*

  * To the original retail purchaser. Installation not included. For more information, see ACDelco Service Policies and Procedures Manual (SD 126 Manual).

ROTORS/DRUMS

- Coverage for most vehicles on the road today
- D³EA tested and approved
- Match original manufacturers' designs for dispersing heat, helping to prolong pad and rotor life and reduce noise and vibration

Additional ACDelco DuraStop brake parts: shoes, calipers, master cylinders, wheel cylinders, parking brake cables, brake lines and hoses.

ACDelco

------ News ----------

FOR IMMEDIATE RELEASE

CONTACT:
Kelly Kolhagen
248-425-6681
E-mail: kelly.kolhagen@mslgroup.com

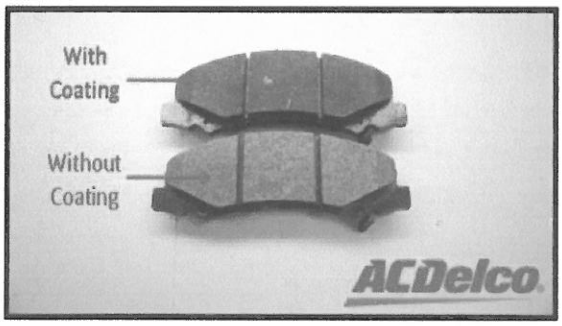
ACDelco Enhances Police Brake Pads With Proprietary Coating

Grand Blanc, Mich. – The demands of police work can be very punishing on police car brake pads, especially newly replaced ones. ACDelco is adding a proprietary surface coating to its police brake pads that helps reduce the break-in period and improves pre-burnish brake effectiveness.

The coating is designed specifically for police applications and is suitable for both patrol and high-speed-pursuit situations. ACDelco police brake pads are long-lasting, feature quiet operation, are extensively tested and are in use by police agencies throughout the U.S.

The new coated pads provide coverage for Chevrolet Caprice, Impala and Tahoe; Ford Crown Victoria and Interceptor*; and Dodge Charger police vehicles.

ACDelco Police Brake Pad Coating Example



"We realize that instant responses may be required in pursuit situations immediately after a brake pad installation," said Matt Gibbard, ACDelco brake product specialist. "That is why ACDelco answers the call with a proprietary coating that improves the braking performance of new pads."

When replacing brake pads, a "break-in" or "burnishing" procedure is recommended to properly condition both the brake pads and brake rotors for optimum performance and brake life. The ACDelco coating is applied to the friction surface during manufacturing using a highly controlled process to ensure uniform coverage and applied density.

Using ACDelco brake pads with the new coating does not change previously published in-use burnishing recommendations, but the coating significantly increases effectiveness during initial braking as well as throughout the life of the pad.

The coating may temporarily release visible airborne gasses as it transfers material onto the brake rotor during the burnish procedure.

«ACDelco News Archive

ACDelco's NEW ROTORS

Engineered to help you stop for almost anything, because you never know what's around the corner. High quality engineering to keep you safe.

We've gone to great lengths to stop your car. Our new rotors have been manufactured to some of the highest engineering standards to ensure you're getting quality ACDelco rotors and D3EA® certification, all backed by a 12-month/unlimited km warranty.

D3EA® Certified
Although there are no explicit standards for aftermarket brakes in the U.S., D3EA certification establishes brake component output performance consistent with Federal Motor Vehicle Safety Standards (FMVSS) braking requirements for new vehicles. D3EA® is a dual-end braking testing / certification process that is voluntary and conducted independently to assure objectivity of results. It is conducted on pads, shoes, drums and rotors where test platforms are available.

We're here to help you!
For more information about ACDelco and ACDelco parts, contact us.

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ACDelco Performance Brake Rotors and Friction

ACDelco Performance Brake Rotors and Friction are designed with police applications in mind. When driving is more than just a means of getting to and from work - it IS your work.

Learn More

View Product Videos and Information

FEATURES & BENEFITS | PRODUCT FACTS | FIND A SERVICE CENTER | FIND A RETAILER

ACDelco Performance Brake Rotors
- Contain specific vane configurations allowing for increased air flow and optimal heat dissipation
- Have a polymer binding coating that acts as armor against the elements
- Use damped iron metallurgy, helping to reduce noise, vibration and dissipate heat

ACDelco Performance Brake Pads
- Rubberized abutment clips (quiet clips)
- Chamfers and slots match up with OE applications to offer some of the same characteristics as the Original Equipment brake pad
- Nucap Retention System (NRS) backing plates where possible
- Constrained shim with ACDelco logo
- Police Pads are specially designed to meet the requirements of police and fleet vehicles
- Tested by the National Institute of Justice and Michigan State Police

Brake Rotor

Our experts also recommend this high-quality ACDelco product.

View Parts Catalog

Brake Hoses

Our experts also recommend this high-quality ACDelco product.

View Parts Catalog

All parts

Air Conditioning
Alternators & Starters
Batteries
Belts & Hoses
Brakes
Chassis
Clutches
Emission Control
Filters
Fuel Pumps
Ignition & Switches
Shocks & Struts
Spark Plugs
Steering & Drive Products
Thermostats & Caps
Vehicle Maintenance
Water Pumps
Window Regulators
Wiper Products
Wire & Cable
Other
Full Parts List

SEARCH PARTS CATALOG

Already know what parts you need? Search our catalog and find a part number.

Search by

SERVICE & MAINTENANCE

Maintenance advice from ACDelco for technicians and DIYers alike.

Learn More

© 2013 General Motors. All rights reserved New Privacy Statement

ACDelco Severe Duty / Performance Rotors

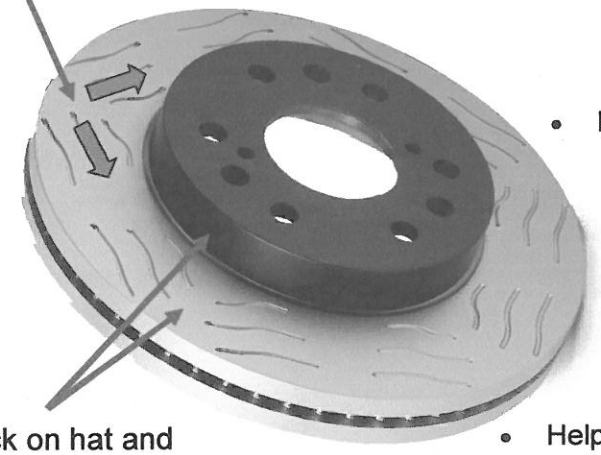
March 2012

Experience the superior stopping power of Sever Duty rotors!

Product Highlights

- Specially designed rotor grooves and metallurgy provide exceptional stopping power
- 71 total part numbers
- 16 GM / 55 Non GM vehicle applications
- Standard 12 month / 12,000 mile warranty

Features	Benefits
Specially designed venting "S-Grooves" (supplier patent #D640,620)	• Dyno proven, improved gas outflow from rotor • Greater brake pedal "feel and performance" • Eliminates the need to drill holes that are prone to crack
Universal Slot Design	• Eliminates need for right and left rotors
Corrosion resistance black on hat and grey coating on rotor	• Helps prevent corrosion on rotor surface and vane edges
High carbon damped iron design	• Helps rotor stay cooler and eliminate noise



Selling Points

- Uniquely designed for Off Road Vehicles, SUVs, Trucks, Fleet Trucks
- Ideal for braking performance upgrades
- Great rotor visual appearance
- 30% improvement in pad wear[1]

[1] Test conducted in 2009 at supplier R&D facility using Chevy Silverado OE friction

MOTORCRAFT® BRAKES ALWAYS PASS MUSTER

Keep Your Interceptors On-Duty with Motorcraft® Replacements!

The all-new 2013 Ford Police Interceptors feature high performance powertrains to help you catch the bad guys. Heavy-duty anti-lock brake systems developed in association with the Los Angeles Sheriff's Department and the Michigan State Police help you keep things under control.

The key to maximum brake performance is regular maintenance, and Motorcraft® has everything you need to keep your fleet in top shape! In addition to those listed below, Motorcraft® offers a full line of brake parts for your fleet.

Model	Police Interceptor Sedan	Police Interceptor Utility
Model Year	2013	2013
Brakes - Caliper - Front - Right	BRCF-208	BRCF-208
Brakes - Caliper - Front - Left	BRCF-209	BRCF-209
Brakes - Caliper - Rear - Right	BRCF-237	BRCF-210
Brakes - Caliper - Rear - Left	BRCF-238	BRCF-211
Brakes - Friction - Front	BRF-18	BRF-16
Brakes - Friction - Rear	BRF-1383	BRF-1384
Brakes - Rotors - Front	BRRF-112	BRRF-112
Brakes - Rotors - Rear	BRRF-92	BRRF-92

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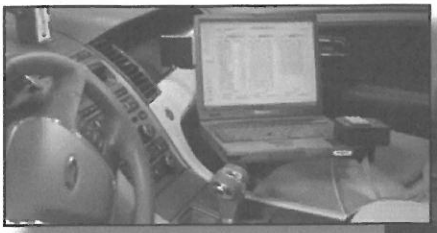
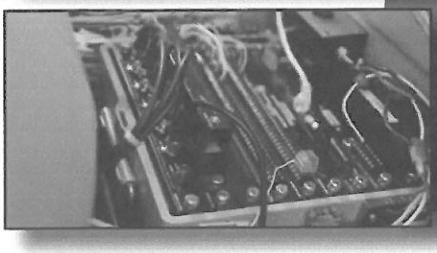
MMS-66062
Motorcraft® is a registered trademark of Ford Motor Company

Motorcraft

OUR BRAKES MEET FMVSS STANDARDS!





Certified to Federal Safety Standards

Because they're built to Ford specifications, every Motorcraft® brake friction part undergoes thorough FMVSS 105/135 On-Vehicle Federal Certification Testing. This testing ensures the safe operation of the vehicle's braking system under a variety of real-world driving conditions. On-vehicle testing is far more costly and complex but gives much more accurate feedback than dynamometer tests.

In addition, the Los Angeles Sheriff's Department and Michigan State Police have contributed to the development of the Interceptor braking package. Input from this development testing has helped maximize braking performance and long pad life.

- FMVSS testing evaluates stopping distance and fade from different speeds
  - At light loads
  - At the maximum gross vehicle weight
  - At extreme brake temperatures with minimum recovery time between tests
  - Under partial system failure conditions such as losing power assist if engine stalls (i.e. ran out of gas)
- FMVSS testing is required testing for OE manufacturers
- Aftermarket manufacturers are not required to perform FMVSS tests and often rely on dyno or D3EA testing
- Motorcraft® brake friction parts are FMVSS tested on EVERY Ford vehicle platform
- On-vehicle testing allows parts to be fine-tuned to each vehicle platform for optimum performance and front to rear balance

What FMVSS Testing Means to You

When you install Motorcraft® brake pads and shoes on your vehicles, you know you're installing quality. You know that they have been thoroughly tested to meet Federal guidelines for:

- Stopping distance
  - 62 mph – 0 w/112 lbs. of pedal pressure
  - Full system active = 229 feet or less
- Brake fade
  - Repeated stops with limited recovery time
  - Tests system to ensure brake balance during simulated emergency situations

Friction Formulas are ALL ON-VEHICLE Tested

Motorcraft® premium brake pads and shoes are designed, engineered, tuned AND TESTED for EACH specific vehicle. And, as design changes occur after original testing has been completed, they are incorporated into new Motorcraft® products, something aftermarket manufacturers typically don't do.

Best of all, they're backed by Ford Motor Company and its 100 years of experience, so you know they've been tested tough!

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MMS-66062 FMVSSPOLICEFLYER-04/12
Motorcraft® is a registered trademark of Ford Motor Company

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

Solicitation

NUMBER	PAGE
DPS1413	1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO
WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED
12/16/2013

BID OPENING DATE: 12/19/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

ADDENDUM NO. 1

ADDENDUM IS ISSUED:

1. TO PROVIDE RESPONSES TO VENDORS' QUESTIONS REGARDING THE ABOVE SOLICITATION. QUESTION AND ANSWER PAGES ARE ATTACHED.

2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.

********** END OF ADDENDUM NO. 1 **********

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: DPS1413
Addendum Number: 1

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

Applicable Addendum Category:

[ ] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[✓] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[ ] Other

Description of Modification to Solicitation:

1. To provide copy of vendor questions and responses.
2. To provide Addendum Acknowledgment form.

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Vendor Questions and Responses for DPS1413

Question #1

The Specification for Appendix A require D3EA and PSV certification for item numbers, The Specification for Appendix B require only D3EA certification.

The D3EA and PPSV certification testing is performed solely by Greening Labs in Michigan.
As per Greening, only twelve (12) of the sixteen (16) items on Appendix A have been certified as per the bid request.
Also as per Greening, only four (4) of the thirty six (36) items on Appendix B have been certified as per the bid request.

While there are manufacturers of friction products, both pads and rotors, who still advertise all of certain segments of their products as being D3EA and or D3EA and PPSV certified products, the fact remains they cannot produce written certification across the board. For example, AC DELCO says all of one group of their products are D3EA and or D3EA and PPSV certified, the people that do the certifying say otherwise.
Likewise, Raybestos, who manufactures the AC DELCO products and was the very first manufacturer to offer a D3EA and PPSV product, says that while a great percentage of their products would pass the respective certification tests, not all of them will, nor are they likely to seek certification going forward due to the individual cost per part number to certify it (approx.. 5,000 to $9,000 per individual part number). I have done extensive research with several manufacturers and the certification testing facility on what the market currently offers and do not believe that myself or any other vendor can completely fulfill the bid as requested.

My question is do I bid this knowing outright that if challenged, I cannot provide documentation of certification for everything on the bid, or does the purchasing department amend the bid request?

Answer #1

Both potential vendors and Greening Labs were consulted in the development of the specifications and there are multiple products that can meet the specifications as listed.

Question #2

Different vehicle options do, in many cases, make a difference as to which rotors/brakes a vehicle will require. To correctly determine which options a particular vehicle has, a V.I.N. number is required. In order to provide you with the most accurate information, would it be possible to provide a V.I.N.(s) for each ***group*** of vehicles listed on RFQ DPS 1413?

Answer #2

There is sufficient information provided to provide items requested. VIN numbers will not be provided.

Question #3

Would it be possible to obtain a VIN list for the vehicles? We are having trouble determining which brake pads are applicable for some of the vehicle models.

Answer #3

Same as response to question #2 – There is sufficient information provided to provide items requested. VIN numbers will not be provided.

Question #4

Both appendix A and B call for brake parts that are D3EA certified. This was a certification from a test that Raybestos did on their product. It is not an industry standard that was done independently. Therefore to meet the requirement as described on the proposal then only product from this manufacturer is all you could consider. I know it's not the state's desire to eliminate any vendor or manufacturer from participating. We do keep some Raybestos in our inventory but it's not our main line and we just do not have the coverage that is required.
I am not sure if any of my competitors that do not stock Raybestos brakes have contacted you. I do know what they offer and I am pretty sure that NAPA, Auto Zone, Advance does not stock the Raybestos D3EA brakes. Like Fisher they do have a special pad formulated for Fleet and Police. So, for myself and my competitors who chose to participate in the bid can we remove the D3EA or include literature that substantiates our product being a comparable alternate?

Answer #4

Both potential vendors and Greening Labs were consulted in the development of the specifications and there are multiple products that can meet the specifications as listed. D3EA certification is required.

Question #5

Will there be electronic spreadsheets to use on this contract? Item 9 mentions electronic entry or typing in the pricing.

Answer #5

No electronic spreadsheets will be provided. Please type pricing into the pricing page if possible to avoid confusion.

Question #6

I spoke with yet another product manager of a major brake manufacturer this morning that while they do advertise the D3EA and PPSV certifications, they currently only have one (1) part number that meets the D3EA PPSV certification and only a percentage of the rest of their line meets the D3EA cert. Meetings are taking place as we speak at FMSI (Friction Materials Standards Institute) concerning the future of D3EA and or PPSV certifications moving forward due to the sharply rising cost for certification per individual part number, the length of time the certification is valid, and the cost versus return aspect of such.

Answer #6

We see no question here.

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

DPS1413 | 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO
WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED: 12/18/2013
BID OPENING DATE: 12/26/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT

ADDENDUM NO. 2

ADDENDUM IS ISSUED:

1. TO CHANGE THE BID OPENING DATE TO DECEMBER 26, 2013 AT 1:30PM.

2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.

********** END OF ADDENDUM NO. 2 **********

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

0002

SOLICITATION NUMBER: DPS1413
Addendum Number: 2

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

Applicable Addendum Category:

[✓] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[ ] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[ ] Other

Description of Modification to Solicitation:

1. To change the bid opening date to December 26, 2013 at 1:30pm.
2. To provide Addendum Acknowledgment form.

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DPS1413

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)

[✓] Addendum No. 1	[ ] Addendum No. 6
[✓] Addendum No. 2	[ ] Addendum No. 7
[✓] Addendum No. 3	[ ] Addendum No. 8
[✓] Addendum No. 4	[ ] Addendum No. 9
[ ] Addendum No. 5	[ ] 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.

Electric Motor Service
Company

Authorized Signature

1/13/14
Date

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

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ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DPS1413

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.

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[✓] Addendum No. 1	[ ] Addendum No. 6
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Electric Motor Service
Company

Authorized Signature

12-23-13
Date

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