



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

State of West Virginia  
 Request for Quotation

Proc Folder: 35041

Doc Description: Tandem Tractor

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-09-23	2014-10-23 13:30:00	CRFQ 1400 AGR1500000004	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

10/20/14 10:27:11AM  
 West Virginia Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Dean Wingerd  
 (304) 558-0468  
 dean.c.wingerd@wv.gov

Signature X

FEIN #

DATE

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

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-0573 AGRICULTURE DEPARTMENT OF FOOD DISTRIBUTION PROGRAM 4496 CEDAR LAKES RD RIPLEY WV 25271 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Tandem Tractor	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25102100			

**Extended Description :**

\*\*THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS FOR THE ONE-TIME PURCHASE OF A MODEL YEAR 2015 CLASS 8 DAY CAB TANDEM TRACTOR, FOR THE FOOD DISTRIBUTION PROGRAM, PER THE ATTACHED SPECIFICATIONS.

\*\*\* LINE NUMBER 1- 2015 Class 8 Day Cab Tandem Tractor for Donated Foods

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-0573 AGRICULTURE DEPARTMENT OF FOOD DISTRIBUTION PROGRAM 4496 CEDAR LAKES RD RIPLEY WV 25271 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Fees	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25102100			

**Extended Description :**

Additional Fees (if necessary)

AGR1500000004	<b>Document Phase</b> Final	<b>Document Description</b> Tandem Tractor	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## 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. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **October 13, 2014 at 5:00pm**

Submit Questions to: **Dean Wingerd, Senior Buyer**  
 2019 Washington Street, East  
 Charleston, WV 25305  
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
 Email: [Dean.C.Wingerd@wv.gov](mailto:Dean.C.Wingerd@wv.gov)

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

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

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, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, 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: (This only applies to CRFP)

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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: **October 23, 2014 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.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
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. **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.
13. **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.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

17. **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.



**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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 or 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. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. 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.

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, 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 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 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.

**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:** In the amount of \_\_\_\_\_ or more.

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

10. **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.

11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_ 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.

- 12. 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 Award Document, upon receipt.
- 13. 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.
- 14. 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.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. 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.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the 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.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any 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.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, 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.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **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.

- 29. 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>.
- 30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

- 31. 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.



32. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
33. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
34. **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.
35. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. 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](mailto:purchasing.requisitions@wv.gov).

**41. 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.

**42. 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:
- c. 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

- d. 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.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

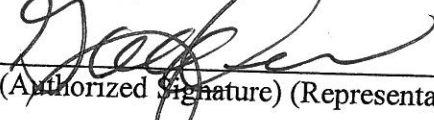
This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Heritage Truck Centers  
(Company)

 GARY DEMARIS  
(Authorized Signature) (Representative Name, Title)

S/M

304-345-2490  
(Phone Number) (Fax Number) (Date)

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Agriculture to establish a contract for the one time purchase of a 2015 or newer Class 8 Day Cab Tandem Tractor.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** means 2015 or newer Class 8 Day Cab Tandem Tractor.
  - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A. Vendors may also submit bids using the VSS/WV Oasis website and insert pricing on the commodity lines.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 **2015 or newer class 8 Day Cab Tandem Tractor**
      - 3.1.1.1 Wheelbase must accommodate a 48 foot reefer trailer.
      - 3.1.1.2 Engine must be compatible with Cummins ISx15 or Detroit DD15 or equal, minimum HP 450 to maximum HP 500, Jaccobs engine brake or equivalent. **No Exhaust Engine Brake**, Engine Block heater 1500 watts-min, exhaust single vertical stainless steel from motor with guard.
      - 3.1.1.3 Transmission must be 13 speeds or equivalent.
      - 3.1.1.4 Cab Interior and Exterior must have Air conditioner with heat and filter.

- 3.1.1.5 Full gauge package, Power windows both sides, Mirrors—remote controlled with built in convex and heated, minimum 10 inch convex mounted on LH & RH front fender or hood.
- 3.1.1.6 Radio—AM-FM-CD and blue tooth, prewired for CB Radio including dual mounted antenna's on mirrors.
- 3.1.1.7 Driver seat Bostrom high profile (910 or BAJH) or equal, no air seat on passenger side.
- 3.1.1.8 Sun visor—Interior both sides padded.
- 3.1.1.9 Power steering, Tilt & telescopic steering & smallest steering wheel available for unit with Cruise control.
- 3.1.1.10 Anti-sail mud flaps with stainless mounts.
- 3.1.1.11 Roof mounted air deflector not to exceed 12.5' total truck height.
- 3.1.1.12 Cat walk mounted behind cab, all pigtails spring mounted on back of cab with glad hand mount, 12volt pigtail to charge lift gate on trailer.
- 3.1.1.13 Stainless front bumper.
- 3.1.1.14 Fuel Tanks must be Minimum 100 gallon LH & 100 gallon RH aluminum. With stainless mounts and straps.
- 3.1.1.15 Front Axle must be Minimum 12,000 pound capacity. Step back for tight turning springs: Flat leaf or taper leaf.
- 3.1.1.16 Rear Axle must be Minimum 40,000 pound capacity Tandem with driver controlled differential lock suspension: air ride with inside cab mount dump valve. Geared to maintain 70 MPH at 300-RPM below governor on engine.

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- 3.1.1.17 Tires & Wheels must be 11R22.5 Steer & 11R22.5 all season on rear (no low profile) 16 ply.
  - 3.1.1.18 Wheels: Alloy.
  - 3.1.1.19 Brakes must be "S" cam brakes with auto adjusters, Air dryer: Bendix "system guard" AD-9 or equal.
  - 3.1.1.20 Electrical must be Aluminum. Battery box & covers—12volt system.
  - 3.1.1.21 Fifth Wheel must be Fontain no-slack II, C7000 series with air slide 24 inch travel or equal.
  - 3.1.1.22 Warranty must be 3 year bumper to bumper.

#### 4. CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages or on the commodity lines if bid electronically via the VSS system.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by listing the equipment make, model and cost along with any additional equipment fees. Vendor should complete the Pricing Page, or commodity lines in full as failure to complete in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate.

#### 5. PAYMENT:

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



**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 180 Days working days after receiving the purchase order. Contract Items must be delivered to Agency at 4496 Cedar Lakes Road, Ripley, WV 25271.

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

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

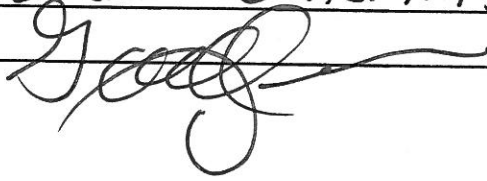
**6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

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

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

EXHIBIT A

PRICING PAGE

Item No.	Description	Model No/Brand Name	Quantity	Unit Price	Extended Amount
1	2015 Class 8 Day Cab Tandem Tractor	INTL 2015 ProStar			104,227.58
2	Additional Fees:				
	Failure to use this form may result in disqualification			GRAND TOTAL	104,227.58
	Bidder / Vendor Information				
Name:	Heritage Truck Centers				
Address:	408 New Gott Mt. Rd.				
	Cross Lane, WV 25313				
Phone:	304-345-2490				
Email Address:	GDennis@HeritageTRKS.com				
Authorized Signature:					

HERITAGE INTERNATIONAL TRUCKS INC  
1 JAIN DRIVE  
CHARLESTON WV 25313

**Prepared For:**  
West Virginia Department Of Agriculture  
Darrell Carter  
4496 Cedar Lakes Dr.  
Ripley, WV 25271-9378  
(304)558 - 0573  
Reference ID: N/A

**Presented By:**  
HERITAGE INTERNATIONAL TRUCKS, INC.  
Gary Dennis  
408 Goff Mountain Road  
CHARLESTON WV 25313 -  
(304)345-2490

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**  
**2015 PROSTAR+ 122 6x4 (LF687)**

<b>APPLICATION:</b>	General Freight Regional Haul 6x4 (DayCab)
<b>MISSION:</b>	Requested GCWR: 80000. Calc. GVWR: 47200 Calc. Start / Grade Ability: 22.34% / 1.65% @ 55 MPH Calc. Geared Speed: 84.9 MPH 7.66 MPG @ 55 MPH
<b>FUEL ECONOMY:</b>	
<b>DIMENSION:</b>	Wheelbase: 185.00, CA: 113.35, Axle to Frame: 53.00
<b>ENGINE, DIESEL:</b>	{Cummins ISX 15 450 ST} EPA 2010 450 HP @ 1800 RPM, 1450/1650 lb-ft Torque @ 1000 RPM, 1800 RPM Governed Speed, 461 Peak HP (Max)
<b>TRANSMISSION, MANUAL:</b>	{Fuller RTLO(F)-16913A} 13-Speed Manual; With Double Overdrive, With Air Shift and Internal Lube Oil Pump
<b>CLUTCH:</b>	{Eaton Fuller Solo Advantage} Self-Adjusting, Two-Plate, Cast Angle Spring; Ceramic, 15.5" Diameter, Soft Clutch 7-Spring Damper, Mechanical Pull-Type Control, 1700 lb-ft Torque Capacity
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-13-143A} Wide Track, I-Beam Type, 13,200-lb Capacity
<b>AXLE, REAR, TANDEM:</b>	{Meritor MT-40-14X-4DER-P} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends, Driver Controlled Locking Differential in Rear-Rear Axle, Lube Oil Pump Gear Ratio: 3.55
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 11R22.5 HSL2 ECO PLUS (CONTINENTAL) 500 rev/mile, load range H, 16 ply
<b>TIRE, REAR:</b>	(8) 11R22.5 HDL2 DL (CONTINENTAL) 491 rev/mile, load range H, 16 ply
<b>SUSPENSION, REAR, AIR, TANDEM:</b>	{International} Ride Optimized Suspension (IROS) Heavy Duty; 52" Axle Spacing; 40,000-lb Capacity, 9.25" Ride Height, Includes Heavy Duty Spring Hangers, Crossmembers and Fasteners, With Shock Absorbers
<b>PAINT:</b>	Cab schematic 100HR Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
LF68700	Base Chassis, Model PROSTAR+ 122 6x4 with 185.00 Wheelbase, 113.35 CA, and 53.00 Axle to Frame.
1616	FRAME RAILS WITH TAPERED REAR
1CBV	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 367.4" (9333mm) Maximum OAL
1MBS	BUMPER, FRONT 1 Piece, Stainless Clad Aluminum, with Black Plastic Filler Panels, Less Valance Panel for Increased Ground Clearance
1WKJ	WHEELBASE RANGE 160" (405cm) Through and Including 185" (470cm)
1WLS	DECK PLATE Aluminum; Non Bright Finish; (2) Section Flush Mounted
2ASG	AXLE, FRONT NON-DRIVING {Meritor MFS-13-143A} Wide Track, I-Beam Type, 13,200-lb Capacity
	<u>Notes</u>
	: Only Available with 11R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5.
	: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
3ADD	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 14,000-lb Capacity; With Shock Absorbers
	<u>Includes</u>
	: SPRING PINS Rubber Bushings, Maintenance-Free
	<u>Notes</u>
	: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4092	BRAKE SYSTEM, AIR Dual System for Tractor Applications
	<u>Includes</u>
	: BRAKE LINES Color and Size Coded Nylon
	: BRAKE PRESSURE INDICATOR Low Air Pressure Warning Light and Audible Alarm
	: DRAIN VALVE Manually Operated (On Wet Tank Only)
	: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
	: GLAD HANDS (2) One for Service and One for Emergency; Trailer Hoses from Cab
	: HAND CONTROL VALVE, AIR Mounted on Steering Column
	: HOSE TENDER Back of Cab Mounted
	: PARKING BRAKE CONTROL Yellow and Red Knobs, Located on Instrument Panel
	: PARKING BRAKE VALVE Combination Valve for Tractor and Trailer
	: QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for Forward Rear Axle
	: SLACK ADJUSTERS, FRONT Automatic
	: SLACK ADJUSTERS, REAR Automatic
	: SWITCH, AUXILIARY Interrupter for Cab and Trailer Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Steering Wheel Mounted
	: TRACTOR PROTECTION VALVE
	: TRAILER HOSES AND CABLES 15' Coiled Lighting Cable with 7-Way Connector and with 15' Coiled Nylon Brake Hose
	<u>Notes</u>
	: Front and Rear Dust Shields not Included
	: Rear Axle is Limited to 40,000-lb GAWR with Code 04092 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.
4196	BRAKES, FRONT, AIR CAM 16.5" x 5", Includes 24 SqIn Long Stroke Brake Chambers
4795	SPECIAL RATING, GAWR WARNING; Rear Axle Limited to 34,000 lb 6x4 Tandem Tractor
4808	HOSE TENDER Slide Bar With Single Spring Bracket; Bar Extended 4.0" From Cab
4AZE	AIR BRAKE ABS {Meritor Wabco AntiLock Brake System} (4-Channel)

<u>Code</u>	<u>Description</u>
4ECC	AIR DRYER {Bendix AD-IS} With Heater, Includes Pressure Protection Circuits, Safety Valve, and Purge Tank  <u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Aft of Transmission
4ETE	BRAKE CHAMBERS, FRONT AXLE {Haldex} 24 SqIn
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake  <u>Includes</u> : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb. : BRAKE CHAMBERS, SPRING (4) Rear Parking; WITH TRUCK BRAKES: All 6x4, 6x6; WITH TRACTOR BRAKES: 6x4 & 6x6 with Rear Tandem Axles 46,000-lb. or Greater or GVWR of 54,000-lb. or Greater
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake  <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
4SUJ	TRAILER HOSES {Philatron} Coiled, 15.0' Length
4VHW	AIR TANK LOCATION (2) : Two Mounted Under Battery Box, Outside Left Rail, Under Cab; Perpendicular to Rail
4WXR	DRAIN VALVE (2) {Berg} Manual; With Pull Chains, for Air Tanks
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSM	STEERING GEAR {Sheppard HD94} Power
5WAJ	POWER STEERING OIL COOLER Remote Mounted
7BEP	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7BEU	AFTERTREATMENT COVER Non-Bright
7SAP	ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature or ISX Engines; Furnished with Engine
7WBA	TAIL PIPE (1) Turnback Type, Bright, for Single Exhaust
7WBU	EXHAUST HEIGHT 11' 6"
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment  <u>Includes</u> : CIGAR LIGHTER Includes Ash Cup, Center Console Mounted : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type

<u>Code</u>	<u>Description</u>
	: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: HORN, ELECTRIC Single
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature
	: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8541	HORN, ELECTRIC (2) Disc Style
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GGN	ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total
8RBK	CB ANTENNA (2) {Pana-Pacific} Full Wave; 4.0' Length Includes "International" Name on Top
8RCB	CB RADIO Accommodation Package; Header Mounted; Feeds From Accessory Side of Ignition Switch; Includes Power Source and Two Antenna Bases With Wiring
	<u>Notes</u>
	: NOT INCLUDED: Antenna
8RMB	RADIO AM/FM/CD/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers
8THC	TRAILER LIGHTING CABLE {Phillips Electracoil 30-9921S} Coiled, 15.0' Length; For Use With ABS
8TPP	STOP, TURN, TAIL & B/U LIGHTS LED Multi-Function Lamp with LED Bulbs for Stop, Turn, Tail, Backup and License Plate Lights
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated
8WCM	POWER SOURCE, SPECIAL Special Socket; Single Terminal, for Power Lift Gate Feed, Battery Feed Thru 150 Amp Circuit Breaker, To Operate Lift Gate On Trailer, Includes a 15' Power Cable Coiled In Cab
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WGU	BATTERY BOX COVER Anodized Aluminum
8WJN	BATTERY BOX Aluminum With Plastic Cover, 30" Wide, 2, 3 or 4 Battery Capacity, Mounted Left Side Under Cab
8WNH	RUNNING LIGHT (2) Daytime
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
	<u>Notes</u>
	: This starter is designed to work reliably without the need for thermal overcrank protection and provides the same warranty coverage as starters with thermal overcrank protection.
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses

<u>Code</u>	<u>Description</u>
8XDP	HEADLIGHTS Halogen, with Park Lights and Daytime Running Lights
9WAY	FRONT END Tilting, Fiberglass, With Three Piece Construction  <u>Includes</u> : BUG SCREEN Front End; Mounted Behind Grille : GRILLE Chrome : HOOD TILT ASSIST Includes Torsion Bar Spring System
9WBP	FENDER EXTENSIONS Molded in Gray
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100  <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "HR"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10HJB	FIFTH WHEEL, AIR SLIDE {Fontaine SL7LWB725024} 24" Slide, Cast Top Plate, 7.25" Above Top of Frame; Left Side Release
10WCY	SAFETY TRIANGLES
10WPS	MUD FLAP HOLDER Spring Loaded, Bright Finish; With Red and White Reflective Tape; Less Flaps
10WPY	MUD FLAPS, REAR Black Rubber, Anti-Sail Less Logo; Less Holders
10WTR	QUARTER FENDERS for Rear Wheels, Black Plastic; Frame Mounted.
11MGR	CLUTCH {Eaton Fuller Solo Advantage} Self-Adjusting, Two-Plate, Cast Angle Spring; Ceramic, 15.5" Diameter, Soft Clutch 7-Spring Damper, Mechanical Pull-Type Control, 1700 lb-ft Torque Capacity  <u>Includes</u> : CLUTCH RELEASE BEARING Greasable
11WAJ	CLUTCH EFFECTS Hydraulic Clutch Actuation System
12700	ANTI-FREEZE Red, Shell Rotella Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12864	BLOCK HEATER, ENGINE {Phillips} 120 Volt/1500 Watt  <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12EDL	ENGINE, DIESEL {Cummins ISX 15 450 ST} EPA 2010 450 HP @ 1800 RPM, 1450/1650 lb-ft Torque @ 1000 RPM, 1800 RPM Governed Speed, 461 Peak HP (Max)
12TKY	FAN DRIVE {Borg-Warner K32} On/Off Type, Pneumatic Actuated
12UNL	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2014; ISX Engines
12UYL	RADIATOR Aluminum; Welded, Cross Flow, Parallel System, With 1055 SqIn Radiator, and 460 SqIn Charge Air Cooler  <u>Includes</u> : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxFace and Navistar Engines : DEAERATION SYSTEM Clear Remote Mounted Coolant Reservoir/Surge Tank With Pressure Rated Cap : RADIATOR HOSES Premium, Rubber
12VBB	AIR CLEANER Dual Element  <u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type



<u>Code</u>	<u>Description</u>
12WZB	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
13GKJ	TRANSMISSION, MANUAL {Fuller RTLO(F)-16913A} 13-Speed Manual; With Double Overdrive, With Air Shift and Internal Lube Oil Pump  <u>Includes</u> : CLUTCH BRAKE Torque Limiting : FILL PLUG, MAGNETIC
13WAN	OIL COOLER, MANUAL TRANSMISSION Air to Oil Type, for International, Fuller, Meritor or Spicer Transmission, Mounted on Radiator, (REQUIRES TRANSMISSION LUBE PUMP)
13WAS	CLUTCH HOUSING Aluminum; Available With 1350 to 2050 lb-ft Capacity Fuller Transmissions
13WLB	TRANSMISSION OIL {EmGard 50W} Synthetic; 22 thru 33.99 Pints
14862	PDL WARNING BUZZER Power Divider Lock
14899	SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab
14GVJ	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DER-P} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends, Driver Controlled Locking Differential in Rear-Rear Axle, Lube Oil Pump . Gear Ratio: 3.55  <u>Includes</u> : POWER DIVIDER LOCK Electric over Air Operated, Cab Control with Indicator Light : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle  <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance
14UNU	SUSPENSION, REAR, AIR, TANDEM {International} Ride Optimized Suspension (IROS) Heavy Duty; 52" Axle Spacing; 40,000-lb Capacity, 9.25" Ride Height, Includes Heavy Duty Spring Hangers, Crossmembers and Fasteners, With Shock Absorbers  <u>Includes</u> : CROSSMEMBER, SUSPENSION 3-Piece with Steel C-Channel and Cast Iron Ends  <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
14WMJ	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 50 thru 64.99 Pints
15960	FUEL TANK STRAPS Bright Finish Stainless Steel, for Dual Fuel Tanks
15DRC	FUEL TANK (2) Top Draw; Non-Polished Aluminum, 26" Diam., 100 U.S. Gal., 378L Capacity; Total Capacity 200 U.S. Gal., 757L; with Dual Supply & Return Lines and Less Equalizer Line, Mounted Back of Cab Left & Right Side
15LKU	FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor  <u>Includes</u> : LOCATION FUEL/WATER SEPARATOR Mounted Left Rail in Wheel Well
15WDE	DEF TANK 16 U.S. Gal. 60.6L Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional  <u>Includes</u> : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window

<u>Code</u>	<u>Description</u>
	: CONSOLE, CENTER Includes Three Cup Holders and One Additional Storage Area (One Cup Holder Omitted when Automatic Transmission Push-Button Shifter Included), Located in the Lower Dash Console : DOME LIGHT, CAB Rectangular, Door and Instrument Panel Mounted Switch Activated, Timed Theater Dimming, Center Mounted, Integral to Console : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (4) "B" Pillar and Door Mounted, Two Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : READING LIGHT, CAB Located in Overhead Console : STEP (4) Two Steps Per Door
16DAB	CAB INTERIOR TRIM ACCENT Dark Neutral
16GCT	GAUGE CLUSTER {Black Bezel} Black Face; English with English Electronic Speedometer and Tachometer for Air Brake Chassis, Includes Voltmeter, Engine Coolant Temp & Oil Pressure, Prim & Sec Air Pressure, Fuel w/Warning Ind. & Alarm; Odometer, Trip, Engine Hr., Trip Hr, Fuel Econ, Trip Average Fuel Econ  <u>Includes</u> : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)
16GHX	HEATER SHUT-OFF VALVES (1) Gate Valve Type
16HGG	GAUGE, OIL TEMP, ENGINE
16HGL	GAUGE, OIL TEMP, REAR AXLE
16HKR	WINDOW, WING VENT (2) Fixed
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLJ	GAUGE, DEF FLUID LEVEL
16JYM	SEAT, DRIVER {National Model HP} Air Suspension, High Back, Vinyl boxing with cloth facing, 2 Arm Rests, Isolator, 7.5 Adjuster, 3 Chamber Lumbar, 6 Way Front Adjust, 3 Way Rear Cushion Adjust, 3-14 Degree Back Angle Adjustment, Adj Side Bolster, Bellows, Back Cycler,
16RAN	SEAT, PASSENGER {National 2000 Model 192} Non Suspension, High Back, Vinyl Boxing With Cloth Facing, 11 Degree Back Angle Adjust  <u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type
16SEY	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} Right and Left Sides; 7.44" Sq., Black
16SLC	MIRRORS (2) {Lang Mekra} Aero; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Thermostatically Controlled Heated Heads, Power Both Sides, Amber Lens Clearance Light LED, Bright Finish Heads, Black Brackets, & Bright Arms
16VCC	SEAT BELT All Orange; 1 to 3
16VTG	CAB INTERIOR TRIM Premium; for Day Cab  <u>Includes</u> : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger Sun Visors : COURTESY LIGHT (2) Driver and Passenger Door Mounted : DOOR TRIM, EXTERIOR Black Handle : DOOR TRIM, INTERIOR Black Handle

<u>Code</u>	<u>Description</u>
	: FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Black : STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console : WINDOW CONTROLS, MANUAL Manual
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster  <u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A
16WJU	WINDOW, POWER (2) And Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WSE	LOW WASHER FLUID INDICATOR
16XYM	AERODYNAMIC PACKAGE Includes Roof Air Deflector and Cab Side Extenders, Paint and Install at the Plant
16ZHL	ACCESS, CAB AND FRAME Non-Bright; Includes Driver & Passenger Side Cab Access, Two Steps per Door and Left Side Frame Access Step With One Flush Mounted Deck Plate and Black Grab Handle; With Daycab or Sleeper Cabs
27DME	WHEELS, FRONT DISC; 22.5" Non-Polished Aluminum, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Aluminum Hubs  <u>Notes</u> : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22,5
28DME	WHEELS, REAR DUAL DISC; 22.5" Non-Polished Aluminum, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Aluminum Hubs.  <u>Notes</u> : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22,5
29WLA	WHEEL BEARING, FRONT, LUBE {EmGard 50W} Synthetic Oil
7382135414	(2) TIRE, FRONT 11R22.5 HSL2 ECO PLUS (CONTINENTAL) 500 rev/mile, load range H, 16 ply
7382135417	(8) TIRE, REAR 11R22.5 HDL2 DL (CONTINENTAL) 491 rev/mile, load range H, 16 ply
810000	FIFTH WHEEL LOCATION On Rear Axle Centerline
<b>Services Section:</b>	
40105	WARRANTY Standard for TranStar, 9900i, ProStar and LoneStar, Effective with Vehicles Built January 2, 2014 or Later, CTS-2004U
40EUH	SRV CONTRACT, EXT STARTER/ALT {Navistar Prepackaged Components} Covers Starter and Alternator Only, To 36-Month/300,000 Miles (480,000 km)
40HZE	SRV CONTRACT, EXT COOLING SYS {Navistar} To 36-Month/300,000 Miles (480,000 km)
40JAW	SRV CONTRACT, EXT CMMS ENGINE {Cummins} To 36-Month/300,000 Miles (480,000 km), Extended Cummins Engine Coverage, Protection Plan 1, With LESS than or Equal to 450 Horsepower
40JBY	SRV CONTRACT, EXT CMMS AFTR {Cummins} To 36-Month/300,000 Miles (480,000 km), Extended Cummins Aftertreatment Coverage, With Protection Plan 1 Equal or Greater Duration Purchased
40JDP	SRV CONTRACT, EXT CMMS M/COMP To 60-Month/500,000 Miles (800,000 km), Extended Cummins Major Components Coverage, with LESS than or EQUAL to 450 Horsepower

Code  
40JUH

Description  
SRV CONTRACT, EXT HTR/AC SYS {Navistar Prepackaged Components} To 36-Month/300,000 Miles (480,000 km)

40LLR

SRV CONTRACT, EXT ELECTRICAL {Navistar Prepackaged Components} Excludes Starter and Alternator, To 36-Month/300,000 Miles (480,000 km)

(US DOLLAR)

<u>Description</u>	<u>Price</u>
Net Sales Price:	\$104,227.58

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

*SALES MANAGER*  
\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

*[Signature]*  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

HERITAGE INTERNATIONAL TRUCKS, INC.  
408 Goff Mountain Road  
CHARLESTON WV 25313 -  
(304)345-2490

This proposal is not binding upon the seller without  
Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

# 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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% vendor preference for the reason checked:**

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4.  **Application is made for 5% 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% 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% 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: Heritage Truck Centers

Signed: \_\_\_\_\_

Date: 10-20-14

Title: SALES MANAGER

RFQ No. AGR1500000004

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Heritage Truck Centers

Authorized Signature: [Signature] Date: 10.20.14

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 20<sup>th</sup> day of October, 2014

My Commission expires 10/23, 2020

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature: Jennifer Asbury]  
Purchasing Affidavit (Revised 07/01/2012)

