



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

State of West Virginia  
 Request for Quotation  
 19 - Highways

Proc Folder: 605722

Doc Description: ADDENDUM 2 CAB/CHASSIS 4WD W/DUMP BODY (7020EC01)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-14	2019-08-27 13:30:00	CRFQ 0803 DOT2000000009	3

**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:

Worldwide Equipment of WV, Inc.  
 408 New Goff Mountain Rd.  
 Cross Lanes, WV 25313  
 304-345-2490

RECEIVED  
 2019 AUG 27 PM 1:00  
 WV PURCHASING DIVISION

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

Signature X


FEIN # 45-1024981

DATE 8/27/19

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

**VENDOR: Worldwide Equipment of WV, Inc. W/Ace Body 19,500 GVWR Cab & Chassis w/Dump Body 4x4/Hyd. System 2 Door/ 4 Door**

**CRFQ DOT200000009**

Item No.	Description:	Make/Model & Year	Estimated Unit Quantity	Unit Price	Item Total Cost
1	Complete Unit: Cab Chassis/Dump Body w/Hyd. System 2 door	Ford F550/year TBD, Reg Cab, w/Conley Alum Dump Body w/hydraulics	90	\$86,416.90	\$7,777,521.00
2	Complete Unit: Cab Chassis/Dump Body w/Hyd. System 4 door	Ford F550, year TBD, Crew Cab, w/Conley Alum Dump body w/hydraulics	30	\$89,882.90	\$2,696,487.00
3	Front Snow Plow w/plow mount	Buyers Salt Dogg, model EX90, snow plow	120	\$2,863.00	\$343,560.00
4	3.0 cu.yd. V-Box Spreader	Henderson, model FSM, V-box spreader	120	\$8,366.00	\$1,003,920.00
<b>Total Bid Amount</b>					<b>\$11,821,488.00</b>

**ADDITIONAL INFORMATION**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR A CLASS 370 19,500 GVWR CAB AND CHASSIS FOUR-WHEEL DRIVE WITH ALUMINUM DUMP BODY, SS V-BOX SPREADER, AND PLOW PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CAB/CHASSIS W/DUMP BODY AND HYD. SYSTEM (2 DOOR)	90.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101601			

**Extended Description :**  
 2 DOOR 19,500 GVWR CAB/CHASSIS W/DUMP BODY 4X4 HYD. SYSTEM

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	CAB/CHASSIS W/DUMP BODY AND HYD. SYSTEM (4 DOOR)	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101601			

**Extended Description :**  
 19,500 GVWR CAB/CHASSIS W/DUMP BODY 4X4 HYD. SYSTEM SPREADER CONTROL SYSTEM 4 DOOR

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	FRONT SNOW PLOW W/PLOW MOUNT	120.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101538			

Extended Description :  
FRONT SNOW PLOW W/PLOW MOUNT

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.0 CU. YD. V-BOX SPREADER	120.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101610			

Extended Description :  
V-BOX SPREADER 3.0 CU. YD.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-08-08
2	VENDOR QUESTION DEADLINE	2019-08-13

**SOLICITATION NUMBER: CRFQ DOT2000000009**  
**Addendum Number: 2**

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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 answers to vendor questions
2. To publish pre-bid meeting sign-in sheet

No other changes at this time

Bid opening remains August 27, 2019 at 1:30 PM EST

**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

**CRFQ 0803 DOT2000000009**

**ADDENDUM 2**

**CAB & CHASSIS W/Dump Body**

**The original language in contract will be listed first with question and answer to follow below.**

**1. 3.2.11.7 Tailgate shall have electric/hydraulic tailgate release mounted in cab.**

**Question # 1: Will the state accept a fully electric actuating tailgate release mounted in the cab?**

**Question # 2: Would the state accept 12-volt electric air compressor and air tank to operate an air cylinder tailgate release as an equal?**

**Answer: No, Will change 3.2.11.7 to read Tailgate shall have manual tailgate release handle.**

**2. 3.4.1.15 Snowplow lift cylinder and right and left angle hydraulic cylinders must be powered and controlled by the trucks central hydraulic system. Hydraulic quick couplers shall be mounted flush with front bumper.**

**Question: What type of quick couplers need to be provided?**

**Answer: Stainless steel Hydraulic couplers Parker or equal.**

**3. 3.4.1.18 All stainless surfaces shall remain in natural finish. All non-stainless components shall be painted black.**

**Question: Will the state accept the stainless moldboard to be painted black on the back side leaving the front side in the natural state?**

**Answer: yes, will accept**

**4. Vendor Advertising**

**Shall have no Vendor advertising on Truck.**

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: CRFQ DOT2000000009

Date: 8/8/19

Project Description: CAB/Chassis 4WD w/Dump Body

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>Matheny Motors</u>
Firm Address:	<u>50 MARIEN LANE</u> <u>MINERAL WELLS WV 26156</u>
Representative Attending:	<u>Jackie Cummins</u>
Phone Number:	<u>304-769-5260</u>
Fax Number:	<u>304-769-5866</u>
Email Address:	<u>jackiecummins@mathenymotors.com</u>

Firm Name:	_____
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	<u>Thornhill Auto Group</u>
Firm Address:	<u>500 FORD FAIRLANE</u> <u>CHARLOTTE, WV. 25508</u>
Representative Attending:	<u>Charles Ellis</u>
Phone Number:	<u>304-855-8300</u>
Fax Number:	<u>304-855-8208</u>
Email Address:	<u>CEllis@mail.com</u>

Firm Name:	_____
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	_____
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	_____
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____





PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: CRFQ DOT2000000009

Date: 8/8/19

Project Description: CAB/Chassis 4WD w/Dump Body

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: \_\_\_\_\_  
Firm Address: \_\_\_\_\_  
\_\_\_\_\_ Pam  
\_\_\_\_\_ Hall  
\_\_\_\_\_ WV DOH  
Representative Attending: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Firm Address: \_\_\_\_\_  
\_\_\_\_\_ Angela  
\_\_\_\_\_ Johnson  
\_\_\_\_\_ WV DOH - Bldg. 5  
Representative Attending: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Firm Address: \_\_\_\_\_  
\_\_\_\_\_ JJ Haller  
\_\_\_\_\_ WV DOH  
Representative Attending: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Firm Address: \_\_\_\_\_  
\_\_\_\_\_ Tina Lewis  
\_\_\_\_\_ WV DOH  
Representative Attending: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Firm Address: \_\_\_\_\_  
\_\_\_\_\_ Terri Campbell  
\_\_\_\_\_ WV DOH  
Representative Attending: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Firm Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Representative Attending: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

# ACE TRUCK EQUIPMENT

DISTRIBUTOR OF  
TRUCK BODIES  
TRAILERS

David R. Beitzel

1.130 NEWARK ROAD  
ZANESVILLE, OHIO 43701  
(740) 453-0551



308 3rd Street  
Saint Marys, WV 26171

[www.mathenyford.com](http://www.mathenyford.com)

**TOM CASEY**  
Operating Manager

[tcasey@mathenymotors.com](mailto:tcasey@mathenymotors.com)  
304.684.9625 TEL • 888.721.4693 TOLL FREE  
304.771.5958 CELL

## Thornhill AUTO GROUP

[www.ThornhillAutoSeparators.com](http://www.ThornhillAutoSeparators.com) [www.thornhillford.com](http://www.thornhillford.com)

**Charles Ellis**

*Fleet & Commercial Manager*

500 Ford Fairlane  
US Rt. 119 North  
Chapmanville, WV 25508

PH: (304) 855-1234  
CELL: (304) 687-2793  
FX: (304) 855-8200



**JACK CUMMINGS**  
Sales Consultant

*Certified Master Sales Professional*

**Matheny Motor Truck Company**

4125 1st Ave  
Nitro, WV 25143  
304.530.3817 Phone  
[jcummings@mathenymotors.com](mailto:jcummings@mathenymotors.com)



308 New Market Way, Fairmont  
West Virginia, WV 26031

REGIONAL SALES MANAGER

304.776.4097

[matt.coel@mathenymotors.com](mailto:matt.coel@mathenymotors.com)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT2000000009**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Worldwide Equipment of WV, Inc.

Company



Authorized Signature

8/27/19

Date

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

Revised 6/8/2012



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

State of West Virginia  
 Request for Quotation  
 19 - Highways

Proc Folder: 605722

Doc Description: ADDENDUM 1 CAB/CHASSIS 4WD W/DUMP BODY (7020EC01)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-05	2019-08-27 13:30:00	CRFQ 0803 DOT2000000009	2

**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:

Worldwide Equipment of WV, Inc.  
 408 New Goff Mountain Rd.  
 Cross Lanes, WV 25313  
 304-345-2490

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

Signature X

FEIN # 45-1024981

DATE 8/27/19

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

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR A CLASS 370 19,500 GVWR CAB AND CHASSIS FOUR-WHEEL DRIVE WITH ALUMINUM DUMP BODY, SS V-BOX SPREADER, AND PLOW PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CAB/CHASSIS W/DUMP BODY AND HYD. SYSTEM (2 DOOR)	90.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101601			

**Extended Description :**

2 DOOR 19,500 GVWR CAB/CHASSIS W/DUMP BODY 4X4 HYD. SYSTEM

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	CAB/CHASSIS W/DUMP BODY AND HYD. SYSTEM (4 DOOR)	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101601			

**Extended Description :**

19,500 GVWR CAB/CHASSIS W/DUMP BODY 4X4 HYD. SYSTEM SPREADER CONTROL SYSTEM 4 DOOR

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	FRONT SNOW PLOW W/PLOW MOUNT	120.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101538			

Extended Description :  
FRONT SNOW PLOW W/PLOW MOUNT

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.0 CU. YD. V-BOX SPREADER	120.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101610			

Extended Description :  
V-BOX SPREADER 3.0 CU. YD.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-08-08
2	VENDOR QUESTION DEADLINE	2019-08-13

**SOLICITATION NUMBER: CRFQ DOT2000000009**  
**Addendum Number: 1**

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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 additional location information for mandatory pre-bid meeting:

Date and Time: August 8, 2019 at 10:00 AM EST

Location:

1900 Kanawha Blvd. E  
Building 5  
Conference Room 122  
Charleston, WV 25305

**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

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

Date and Time: August 8, 2019 at 10:00 AM EST

Location:

1900 Kanawha Blvd E

Building 5

Conference Room 122

Charleston, WV 25305

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 nonbinding.

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

Question Submission Deadline: **August 13, 2019 at 10:00 AM EST**

Submit Questions to: **Crystal Hustead**  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Crystal.G.Hustead@wv.gov](mailto:Crystal.G.Hustead@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:** Crystal Hustead  
**SOLICITATION NO.:** CRFQ DOT2000000009  
**BID OPENING DATE:** August 27, 2019  
**BID OPENING TIME:** 1:30 PM EST  
**FAX NUMBER:** 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** 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:** (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:** August 27, 2019 at 1:30 PM EST

**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.

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equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**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.

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

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.



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

State of West Virginia  
 Request for Quotation  
 19 - Highways

Proc Folder: 605722

Doc Description: CAB/CHASSIS 4WD W/DUMP BODY (7020EC01)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-07-24	2019-08-27 13:30:00	CRFQ 0803 DOT2000000009	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:

Worldwide Equipment of WV, Inc.  
 408 New Goff Mountain Rd.  
 Cross Lanes, WV 25313  
 304-345-2490

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

Signature X

FEIN # 45-1024981

DATE 8/27/19

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



**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR A CLASS 370 19,500 GVWR CAB AND CHASSIS FOUR-WHEEL DRIVE WITH ALUMINUM DUMP BODY, SS V-BOX SPREADER, AND PLOW PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CAB/CHASSIS W/DUMP BODY AND HYD. SYSTEM (2 DOOR)	90.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101601			

**Extended Description :**

2 DOOR 19,500 GVWR CAB/CHASSIS W/DUMP BODY 4X4 HYD. SYSTEM

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	CAB/CHASSIS W/DUMP BODY AND HYD. SYSTEM (4 DOOR)	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101601			

**Extended Description :**

19,500 GVWR CAB/CHASSIS W/DUMP BODY 4X4 HYD. SYSTEM SPREADER CONTROL SYSTEM 4 DOOR

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	FRONT SNOW PLOW W/PLOW MOUNT	120.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101538			

Extended Description :  
FRONT SNOW PLOW W/PLOW MOUNT

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.0 CU. YD. V-BOX SPREADER	120.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101610			

Extended Description :  
V-BOX SPREADER 3.0 CU. YD.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-08-08
2	VENDOR QUESTION DEADLINE	2019-08-13

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

Date and Time: August 8, 2019 at 10:00 AM EST

Location:

1900 Kanawha Blvd E

Building 5

Charleston, WV 25305

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 nonbinding.

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

Question Submission Deadline: August 13, 2019 at 10:00 AM EST

Submit Questions to: Crystal Husted  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Crystal.G.Husted@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: Crystal Husted  
SOLICITATION NO.: CRFQ DOT2000000009  
BID OPENING DATE: August 27, 2019  
BID OPENING TIME: 1:30 PM EST  
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** 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:** (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:** August 27, 2019 at 1:30 PM EST

**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.

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equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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**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.

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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.

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**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.



## 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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "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.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "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:** **Initial Contract Term:** This Contract becomes effective on Award and extends for a period of One (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 should be delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

**Other:** See attached.

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

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

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

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

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

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

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**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.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits 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.

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

Vendor must maintain:

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

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

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

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

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

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

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

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

**\*\*Please make insurance certificate holder to read as follows:**  
State of WV, 1900 Kanawha Blvd E, Bldg 5, Charleston, WV 25305

**State of WV must be listed as additional insured.**

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**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. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. 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.

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

**18. 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.

**19. 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 § 148-1-5.2.b.

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

**21. 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.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. 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.

- 24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.



**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. 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.

**34. 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.

**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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

Revised 06/05/2019

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 of such operations, from steel made by the open hearth, 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.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 Reg. Sales Mgr.

(Name, Title)

Matt Cochran, Regional Sales Manager

(Printed Name and Title)

408 New Goff Mountain Rd., Cross Lanes, WV 25313

(Address)

304-345-2490 office, 304-208-2542 cell, 304-776-4097 fax

(Phone Number) / (Fax Number)

matt.cochran@thetruckpeople.com

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Worldwide Equipment of WV, Inc.

(Company)

 Reg. Sales Mgr.

(Authorized Signature) (Representative Name, Title)

Matt Cochran, Regional Sales Manager

(Printed Name and Title of Authorized Representative)

8/27/19

(Date)

304-345-2490 office, 304-208-2542 cell, 304-776-4097 fax

(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION**  
**CRFQ DOT2000000009**  
**Class 370 19,500 GVWR Cab and Chassis, 4WD Aluminum Dump Body**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a Class 370 19,500 GVWR Cab and Chassis, 4 Wheel Drive with Aluminum Dump Body, SS V-Box Spreader and Plow.
  
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 3.1, below and on the Pricing Pages.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation response.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 **“G.V.W.R”** means gross vehicle weight rating.
  - 2.5 **“WVDOH”** means West Virginia Division of Highways.
  - 2.6 **“PTO”** means power take off.
  - 2.7 **“HP”** means horsepower.
  - 2.8 **“ABS”** means antilock braking system.
  - 2.9 **“CCA”** means cold cranking amps.
  - 2.10 **“NPT”** means National Pipe Thread.
  - 2.11 **“SAE”** means Society of Automotive Engineers.
  - 2.12 **“JIC”** means Joint Industry Council.
  - 2.13 **“GPM”** means gallons per minute.
  - 2.14 **“ORB”** means O-Ring Boss.

**REQUEST FOR QUOTATION**  
**CRFQ DOT2000000009**  
**Class 370 19,500 GVWR Cab and Chassis, 4WD Aluminum Dump Body**

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2.15 "DC" means direct current.

2.16 "ISO" means International Standards Organization. [www.iso.org](http://www.iso.org)

2.17 "NEMA" means National Electrical Manufacturer's Association. [www.nema.org](http://www.nema.org)

2.18 "MB" means megabyte.

2.19 "RAM" means Ram Accessory memory.

2.20 "PC" means personal computer.

2.21 "PWM" means pulse width modulation.

2.22 "CIR" means cubic inches revolution.

2.23 "OD" means outside diameter.

2.24 "ID" means inside diameter.

2.25 "UHMW" means ultra-high molecular weight.

2.26 "CR" means cold roll.

2.27 "SS" means stainless steel.

2.28 "CI" means cubic inch.

2.29 "TPE" means thermoplastic elastomer

2.30 "IP" means international protection rating.

2.31 "SS" means Stainless Steel.

**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency 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.

**3.1.1 Truck Chassis w/Cab, 4 Wheel Drive**

**3.1.1.1** The GVWR rating shall be 19,500 Lbs. minimum.



**REQUEST FOR QUOTATION**  
**CRFQ DOT2000000009**  
**Class 370 19,500 GVWR Cab and Chassis, 4WD Aluminum Dump Body**

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- 3.1.1.2 Cab to Axle Dimension: shall be 60 inches minimum.
- 3.1.1.3 Wheelbase shall be 141" minimum for **single cab**.  
Wheelbase shall be 175" minimum for **crew cab**.
- 3.1.1.4 Must have dual rear wheels.
- 3.1.1.5 The unit specified herein and offered shall be manufactured on or after January 1, 2020 and will be clearly identified and marked with date of manufacture.
- 3.1.2 **Engine**
  - 3.1.2.1 Must be minimum of 6.7 Liter, liquid cooled, Turbo Diesel engine.
  - 3.1.2.2 Engine shall have factory installed exhaust brake.
  - 3.1.2.3 Shall have engine block heater.
  - 3.1.2.4 Engine shall have manufacturer's largest cooling system available.
  - 3.1.2.5 Shall have minimum of 220-amp alternator.
  - 3.1.2.6 Shall have a minimum of two 750 CCA batteries.
  - 3.1.2.7 Engine shall have stationary idle control system.
- 3.1.3 **Transmission and Transfer Case**
  - 3.1.3.1 Automatic Transmission.
  - 3.1.3.2 Transmission shall have live drive PTO mobile and stationary modes with PTO port located on drivers' side.
  - 3.1.3.3 Transmission shall have manufacturer's largest external transmission cooler available.
  - 3.1.3.4 Electric shift or manual on the go 4x4 transfer case.
  - 3.1.3.5 DOT approved back up alarm.

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- 3.1.4 Cab and Interior Features, Two Door Single Cab, and Four Door Crew Cab**
  - 3.1.4.1 Cab shall have power windows and locks.**
  - 3.1.4.2 Heating and air conditioning.**
  - 3.1.4.3 Shall have tilt steering column.**
  - 3.1.4.4 Integrated electric trailer brake controller.**
  - 3.1.4.5 Integrated up-fitter switches minimum of four (4).**
  - 3.1.4.6 40/20/40 split vinyl bench seat.**
  - 3.1.4.7 Black vinyl floor covering.**
  - 3.1.4.8 AM/FM radio with wireless connectivity.**
  - 3.1.4.9 Left and right-side heated mirrors.**
  - 3.1.4.10 License plate mounts front and rear.**
  - 3.1.4.11 Manufacturers front splash guards and running boards.**
  - 3.1.4.12 Cab shall have minimum of one (1) 12 Volt auxiliary power outlet.**
  - 3.1.4.13 One (1) DOT roadside safety kit, including 3 reflective triangles, and one (1) DOT fire extinguisher.**
  - 3.1.4.14 Cab shall have outside temperature display.**
  - 3.1.4.15 Cab shall include up-fitter interface module.**
  - 3.1.4.16 Cab shall have factory rear view camera system.**
  
- 3.1.5 Suspension, Wheels and Tires**
  - 3.1.5.1 Shall have front and rear stabilizer bars.**
  - 3.1.5.2 Snowplow prep package**

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- 3.1.5.3 Shall have conventional towing capacity of 17,000 lbs. minimum.
- 3.1.5.4 Shall have six (6) All-Terrain radial tires with aluminum wheels.
- 3.1.5.5 Matching spare tire and wheel with jack.
- 3.1.5.6 Limited slip rear-end.
- 3.1.5.7 Rear axle ratio shall be 4:88.
- 3.1.5.8 Manual 4x4 lock in-out front hubs or Automatic hubs.
- 3.1.5.9 Four-wheel disc or drum brakes with ABS.
- 3.1.6 Fuel Tank**
  - 3.1.6.1 Fuel tank shall be minimum of 38 gallons mounted after rear axle.
- 3.1.7 General Miscellaneous Items must include:**
  - 3.1.7.1 Cab exterior shall be base coat clear coat painted manufacturers safety yellow or school bus yellow.
  - 3.1.7.2 Chassis shall be painted black.
  - 3.1.7.3 Must have a valid WV state inspection sticker.
  - 3.1.7.4 Shall have a round 7-way round corrosion resistant trailer plug.
  - 3.1.7.5 Shall have Class 5 receiver hitch.
  - 3.1.7.6 Shall have two front mounted tow hooks.
  - 3.1.7.7 Must have right and left rear poly fenders with stainless steel hardware.
  - 3.1.7.8 Chassis shall have a SS toolbox mounted on right side with SS mounting hardware Buyers product model #170265001 or equal.

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**3.2 Dump Body**

**3.2.1 Aluminum Dump Body Dimensions:**

- 3.2.1.1 Dump body inside minimum length 108 inches.
- 3.2.1.2 Dump body outside maximum width 96- inches.
- 3.2.1.3 Dump body maximum side height 18 inches.
- 3.2.1.4 Rear post maximum height 25 inches.
- 3.2.1.5 Maximum tailgate height 24 inches.
- 3.2.1.6 Cab shield length minimum 25 inches.

**3.2.2 Dump Body Long Members:**

- 3.2.2.1 Long members shall be 6-inch aluminum channel 3.63 lb. per ft. minimum. Shall match frame width and utilize a 2 inch x 3-inch 60 durometer rubber cushion.

**3.2.3 Dump Body Crossmembers:**

- 3.2.3.1 Crossmembers shall be 4-inch channel 1.85 lb. per ft. minimum Shall not exceed 12 inches on center and be welded to floor and incorporate a minimum of ¼ inch x 3 inch 6061-T6 aluminum gusset to longmember.

**3.2.4 Body Side Rail and Dirt Shedder:**

- 3.2.4.1 Shall be formed and integral with side.

**3.2.5 Dump Body Top Rails:**

- 3.2.5.1 Dump body top rails shall be extrusion 4-inch x 4 inch 6061 T6 aluminum minimum.

**3.2.6 Dump Body Side Braces:**

- 3.2.6.1 Dump body side braces shall be 3.5-inch x 7 inch 6061 T6 minimum extrusions minimum 24-inch centers.

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**3.2.7 Dump Body Floor Thickness:**

**3.2.7.1** Dump body floor shall be minimum of .250 x 5454-H34 x minimum of 87 inches wide.

**3.2.8 Dump Body Sides:**

**3.2.8.1** Minimum .1875 x 5052 – H32 aluminum one piece.

**3.2.9 Body Bulkhead:**

**3.2.9.1** Shall be minimum of .1875 x 5052 H32 aluminum one piece.

**3.2.10 Cab Shield**

**3.2.10.1** Cab shield shall be minimum of .1875 x 5052 H32 aluminum one-piece construction.

**3.2.11 Tailgate**

**3.2.11.1** Tailgate main sheet shall be minimum of .1875 x 5052-H32 with horizontal and vertical braces as required. Shall include integral inverted angle dirt shedder on top brace.

**3.2.11.2** Tailgate shall have minimum of 1" cold rolled round latch pins and top pins inserted through gussets.

**3.2.11.3** Tailgate chains shall be minimum of .375" high sheen, clevis removable and covered with nylon mesh.

**3.2.11.4** Tailgate top hardware shall be fast latch design of 304 stainless steel minimum and include retention chains on pull pins.

**3.2.11.5** Tailgate banjo plates shall be minimum .375" thick, two per side, four total.

**3.2.11.6** Tailgate shall be solid welded construction throughout when possible.

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**3.2.11.7 Tailgate** Shall have electric /hydraulic tailgate release mounted in cab

**3.2.12 Side Boards and holders:**

**3.2.12.1** Shall have minimum of .1875 board holders and boards shall be oak, minimum 2x8 size, painted black in color.

**3.2.13 Rear Bolster:**

**3.2.13.1** Shall be minimum .375 6061 T6 aluminum full depth and width.

**3.2.14 Front and Rear Corner Post:**

**3.2.14.1** Front and rear corner post shall be minimum of 5052-H32 x 10" face full length, solid weld construction. 3.5" depth minimum. Not to exceed 96 inches

**3.2.15 Dirt Shedder:**

**3.2.15.1** Shall be full length both sides.

**3.2.16 Inside Radius:**

**3.2.16.1** Inside bed shall have a 3" radius minimum full length integral welded (one piece)

**3.2.17 Bed Lighting**

**3.2.17.1** Bed shall have minimum of one (1) each, LED stop, turn, tail and strobe lights each side of bed.

**3.2.17.2** Cab protector shall have LED oval strobe minimum of one (1) each on front and side corners.

**3.2.17.3** Bed shall have LED marker lights, minimum of one (1) each on all four corners of bed.

**3.2.18 Hoist:**

**3.2.18.1** Hoist shall be a Malhoit brand Type M-80-4.5-3 NTEA Class 20 or equal

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**3.2.19 Hinge Assembly:**

**3.2.19.1** Hinge pin assembly shall be integral with chassis frame rail and securely attached to body longmembers by solid weld reinforcements. Aluminum longmembers shall include a .250 x 4.875" x 12" minimum steel backing plate with liner to prevent electrolysis. All components shall be computerized flame burned and welded into the desired configurations and fixtures that make up the various main components.

**3.2.19.2** Hinge pin shall be removable. All pivot points shall include grease fittings and plastic dust covers.

**3.2.20 Tarp System and Body accessories:**

**3.2.20.1** Shall have electric powered automatic tarp system with asphalt rated tarp with tie down eyelets. Aero or Donovan brand or equal.

**3.2.20.2** Body shall have ladder steps on drivers' front side of bed.

**3.2.20.3** Body shall have shovel holder/bracket on front drivers' side of bed.

**3.3 201 Stainless Steel V-Box Spreader**

**3.3.1 Dimensional Details:**

**3.3.1.1** Hopper length: minimum 8 Feet = 96 inches

**3.3.1.2** Overall Length: maximum 10 Feet = 120 inches

**3.3.1.3** Overall Width: maximum 6 Feet = 72 inches

**3.3.1.4** Capacity (cu.yd): (8' = 3.0cu.yd) maximum.

**3.3.2 Hopper Construction:**

**3.3.2.1** The rear endgate panel shall be constructed of a minimum of 12-gauge 201 grade stainless steel.

**3.3.2.2** The top edge of the rear endgate panel shall have an integrally formed J top edge measuring 1-5/8" in depth with a .82" return lip minimum, providing structural rigidity at the top of the hopper.

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- 3.3.2.3** The front endgate panel shall be constructed of minimum 12-gauge 201 grade stainless steel.
- 3.3.2.4** The top edge of the front endgate panel shall have an integrally formed J top edge measuring 1-5/8" in depth with a .82" return lip minimum providing structural rigidity at the top of the hopper. The front endgate panel shall be sloping design incorporating 22° slope minimum to the conveyor.
- 3.3.2.5** The hopper sides shall be constructed of minimum 12-gauge 201 grade stainless steel.
- 3.3.2.6** The hopper sides and hopper longsill members shall be integral in design to minimize weld joints.
- 3.3.2.7** The top edge of the side panels shall have an integrally formed J top edge measuring 1-5/8" in depth with a .82" return lip minimum to provide structural rigidity at the top of the hopper.
- 3.3.2.8** The side panels shall be formed to provide a 45° slope minimum towards the conveyor.
- 3.3.2.9** The longsills shall incorporate a minimum of 1.25" return flange along the bottom most edge.
- 3.3.2.10** The longsills shall extend past the rear endgate panel and provide the area to which allow mounting of the auger drive system and spinner chute. Weld on extensions will not be allowed.
- 3.3.2.11** The bottom most edge of the longsills shall be tied together via a minimum of (4) bracing angles.
- 3.3.2.12** These angles shall be installed in an inverted fashion and constructed of a minimum 12-gauge x 1.60" x 7" fabricated 201 grade stainless steel angles.



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**3.3.2.13** The angles shall be cut to contour the auger floor. Three (3) Of the support angles shall be positioned in line with the vertical side supports to provide optimal reinforcement.

**3.3.2.14** There shall be a minimum of (3) sloped vertical side supports to provide optimal support along the hopper sides and sills.

**3.3.2.15** The side supports shall be constructed of minimum 12-gauge 201 grade stainless steel.

**3.3.2.16** The side supports shall be sloped design and follow the contour of the hopper sides and sills. The furthest most outside edge of the side support shall be formed with a 2" minimum integral vertical flange. The bottom edge of the side support shall be formed with a 2" minimum vertical flange and will provide a base for support and mounting.

**3.3.2.17** The hopper shall include a center support spanning from the left to right hopper side walls. The cross tube will provide additional rigidity towards the top of the hopper reducing outward flex as well as provide a centralized lift point. This support shall be constructed using either fabricated or structural 2" x 4" x .25, 201 grade stainless steel minimum wall tube. The center support shall be placed in a location optimal for providing balance when the beam is being utilized as a lift point. The lift hook shall be fabricated using 5/8" minimum stainless-steel round bar, formed to create a triangular shaped point and welded to the cross-center support.

**3.3.2.18** The hopper shall include an inverted vee to provide relief on auger startup. The inverted vee shall be constructed of minimum 14gauge 201 grade stainless steel. The mounting legs for the inverted vee shall be constructed of minimum 1/4" 201 grade stainless steel.

**3.3.2.19** The hopper shall include a minimum of (4) hold-down brackets with (1) located in each hopper side corner.

**3.3.2.20** The brackets shall be positioned in a manner as to not add additional overall width to the spreader.

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**3.3.2.21** The hold down brackets shall be fabricated from a minimum of 7-gauge 201 grade stainless steel.

**3.3.2.22** The conveyor floor shall be constructed of minimum 10-gauge 201 grade stainless steel.

**3.3.3 Auger System:**

**3.3.3.1** The spreaders conveyor system shall be comprised of a single 7" minimum diameter variable pitch auger designed to maintain an even material pull across the hopper.

**3.3.3.2** The auger shall be fabricated from 3.5 schedule 80 pipe featuring a minimum of 4" outside diameter x 3.36" inside diameter main auger tube with ½" variable pitch flighting.

**3.3.3.3** The auger shall be driven at the rear by a 2-bolt low speed high torque char-lynn 11.9 CIR disc valve type hydraulic motor (minimum).

**3.3.3.4** The hydraulic drive motor shall power the auger shaft through a directly coupled 3.6:1 minimum ratio planetary gear case.

**3.3.3.5** The gear case shall have a 2.5" minimum output shaft that shall couple to the auger shaft with a 7/8" minimum cross bolt.

**3.3.3.6** The gearbox input end of the auger tube shall utilize a 3.5" OD UHMW bushing to insulate between the gearbox output shaft and the auger input tube to assist with servicing and replacement, eliminating the possibility of the auger tube rusting onto the gearbox output shaft.

**3.3.3.7** The discharge end auger/motor mount panel shall be bolt on design to the hopper longills, fabricated from no less than ¼" gauge 201 grade stainless steel.

**3.3.3.8** The motor assembly double mount plate shall be fabricated from no less than ¼" 201 grade stainless steel, providing a ½" thick mating surface at the point of motor connection.

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**3.3.3.9** The auger shall pivot at the front on a 2" 2-bolt greaseable flange bearing with seals.

**3.3.3.10** The idler shaft shall be fabricated Cold Roll steel 1045 minimum.

**3.3.4 Stainless Steel Safety Top Grate Screens:**

**3.3.4.1** The spreader shall be equipped with a safety 2-piece top grate screen that shall utilize a hydraulic safety interlock system to prevent the opening of the scree panel when the auger hydraulic feed is connected.

**3.3.4.2** The top grate screen kit shall consist of single hinged screen assembly design.

**3.3.4.3** Each screen assembly shall consist of an exterior frame constructed from 1.5" x 1.5" x .19 stainless steel angle.

**3.3.4.4** The screen grid shall be rod over rod design constructed from 1/4" stainless steel rod, with 2.5" x 5" openings.

**3.3.4.5** There shall be (3) cross support reinforcements constructed of 1" x 1/4" flat placed at approximately 24" spacing.

**3.3.5 Spinner Chute:**

**3.3.5.1** The spinner chute shall be designed for mounting to both the bottom flange and end sides of the spreaders longills.

**3.3.5.2** The chute shall be a maximum of 29" below the spreader mounting surface.

**3.3.5.3** The chute shall be fabricated from a minimum 14gauge 201 grade stainless steel.

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**3.3.5.4** There shall be (2) slide rod adjustable baffles inside the chute that are adjustable from the outside rear face for controlling material placement onto the spinner disc.

**3.3.5.5** The rear and side spinner baffles shall be constructed of a minimum of 12-gauge 201 grade stainless steel and adjustable through a rod and clevis design for directing material off of the spinner disc. The baffles shall be adjustable without the use of tools.

**3.3.5.6** The spinner disc shall be an 18" maximum poly urethane disc with a minimum 3/8" base and 3/8" molded fins.

**3.3.5.7** The spinner disc shaft shall be constructed of 3/4" CR round. The shaft shall be drilled for bolting to the spinner disc.

**3.3.5.8** The spinner hydraulic motor shall be a top mount design, 2.2 CIR 4-bolt.

**3.3.6 201 Stainless steel front mounted spill shield:**

**3.3.6.1** There shall be a bolted on minimum 10 Gauge 201SS spill shield Mounted to the front top edge of the hopper assembly. The leading edge shall be 12" forward and have a 45-degree slope with a 2" bend for mounting to the hopper assembly

**3.3.6.2** There shall be a bolted-on rubber spill sheet running full length of the hopper assembly along both sides of the hopper (right and Left) utilizing a stainless-steel cover mounting strip and stainless-steel hardware. The sheets shall drop over dump body sides to prevent spillage in bed body w/tarp straps to hold them.

**3.3.7 Paint/Finish:**

**3.3.7.1** All metal surfaces are to be high-pressure acid washed to remove slag, splatter, oxide, and oil residue.

**3.3.7.2** All Stainless surfaces shall remain in natural finish. All non-stainless components shall be painted black.

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**3.3.8 Spreader Lights:**

**3.3.8.1** Shall have one (1) LED stop, turn, tail and strobe lights each side of spreader.

**3.3.8.2** Shall have two (2) rear work lights.

**3.4 Front Mounted Snowplow:**

**3.4.1 Moldboard**

**3.4.1.1** Moldboard overall width shall be 9.0 foot = 108 inches.

**3.4.1.2** Moldboard face shall be one piece 304 SS minimum, .105 inches thick.

**3.4.1.3** Shall be a minimum of nine (9) vertical ribs.

**3.4.1.4** Moldboard shall be full trip style.

**3.4.1.5** Shall be a minimum of four (4) trip springs with a minimum of two (2) cushion shock absorbers.

**3.4.1.6** Shall have wire reinforced blade guides right and left side of moldboard.

**3.4.1.7** Moldboard shall have full width snow deflector.

**3.4.1.8** Moldboard height shall be a minimum of 31 inches.

**3.4.1.9** Moldboard shall have minimum of two adjustable shoes.

**3.4.1.10** Lift cylinder size shall be minimum of 2 inches x 6 inches.

**3.4.1.11** Right and left angle cylinder shall be minimum size of 1.5-inch x 12 inch.

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**3.4.1.12** Cutting edge shall be minimum of 6-inch x ½ inch.

**3.4.1.13** Plow mount shall have two (2) dual beam halogen headlamps or heated LED with LED park and turn signals and two (2) Hella FF75 driving lights or equal.

**3.4.1.14** Shall have a minimum kingpin size of 1- inch diameter.

**3.4.1.15** Snowplow lift cylinder and right and left angle hydraulic cylinders must be powered and controlled by the trucks central hydraulic system. Hydraulic quick couplers shall be mounted flush with front bumper.

**3.4.1.16** Unit shall have adjustable jack stand for mounting and storing of plow.

**3.4.1.17** All metal surfaces shall be high-pressure acid washed to remove slag, splatter, oxide, and oil residue.

**3.4.1.18** All stainless surfaces shall remain in natural finish. All non-stainless components shall be painted black.

### **3.5 Hydraulic System**

#### **3.5.1 Power Take Off**

**3.5.1.1** Power Take off (PTO) shall be constructed of cast iron and must be a two-piece design to assist with installation, 1-piece design will not be accepted.

**3.5.1.2** PTO shall be compatible and capable of mounting to manufactures electronic automatic transmission equipped PTO access.

**3.5.1.3** PTO shall be of Hot Shift design and have a direct integral mounted hydraulic pump.

**3.5.1.4** PTO speed shall be a ratio of 124% of engine speed and mount with a controlled compression interface gasket to eliminate backlash settings.

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**3.5.1.5** Unit shall have a single hose connection and integrated cartridge valve design for shifting.

**3.5.1.6** Unit shall have electronic over speed control.

**3.5.1.7** Unit pump shall be a cartridge style vane pump to allow for multiple pump displacements from one PTO/pump combination.

**3.5.1.8** Integral pump shall have a displacement of 2.26 CI minimum.

**3.5.2 Snowplow Cushion Valve**

**3.5.2.1** A double relief cushion valve must be installed for the plow angle.

**3.5.2.2** The valve shall be set at 2000 PSI and have #8 SAE o-ring ports.

**3.5.2.3** The valve shall be constructed of a high-tensile cast iron body with ball and spring style relief that has hardened seat.

**3.5.2.4** The valve shall be plumbed at the front of the truck for snowplow angle.

**3.5.3 Hydraulic Reservoir**

**3.5.3.1** Reservoir shall be 20-gallon minimum capacity with the breather cap mounted to an inspection lid. Inspection lid shall also provide for an in tank mounted return line filter.

**3.5.3.2** Breather cap fill neck must be screened and mounted on a riser.

**3.5.3.3** Reservoir shall be complete with a sight temperature gauge and a magnetic drain plug. Suction port will allow for installation of a 1 1/4" NPT suction screen. Suction screen will have a 3 to 5 PSI by-pass spring.

**3.5.3.4** A 1 1/4" full flow ball valve shall be installed at reservoir in suction port.

**3.5.3.5** Reservoir must be constructed of 10-gauge stainless steel minimum.

**3.5.3.6** As an integral part of the reservoir, there shall be an area for mounting of the hydraulic stack valve. Reservoir must be of template style

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for bulkhead "through" mounting of the valve and be completely free from internal tubing or hoses from the work ports and inlet of the valve.

**3.5.3.7** Valve must be removable as a unit with template through the top of the reservoir for service and accessibility.

**3.5.3.8** All Electrical connections must be made via IP68 rated connectors on the front (cab) side of the reservoir. (Protected against water and dust)

**3.5.3.9** The hydraulic fittings must come out the bottom of the enclosure and must be male JIC bulkheads.

**3.5.3.10** Access to the enclosure must be by a removable top lid that is held in place with a minimum of two (2) rubber tie downs.

**3.5.3.11** The reservoir filter and fill cap must be accessible without removing a lid or cover.

**3.5.3.12** Hydraulic reservoir must be mounted on the driver's side of the vehicle.

**3.5.3.13** Reservoir shall be 20-gallon minimum with stainless steel breather cap, magnetic drain plug and suction screen.

**3.5.4 Hydraulic Return Filters**

**3.5.4.1** Filter shall be top tank mounted type, 10 microns maximum with a by-pass and replaceable cartridge element.

**3.5.4.2** Filter shall be capable of 40 GPM minimum flow capacity.

**3.5.4.3** Filter shall have one 1" NPT port.

**3.5.4.4** A bypass condition indicator is required.

**3.5.5 Hydraulic Control Valve:**

**3.5.5.1** Hydraulic valve shall be a cast iron mobile stack valve.

**3.5.5.2** Valve shall be capable of 30 GPM minimum and 3500 PSI minimum.



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**3.5.5.3 Control valve shall be mounted in the sealed valve enclosure.**

**3.5.5.4 The Inlet and Auger ports must be #12 SAE. The Tank port shall be #12 SAE.**

**3.5.5.5 The Hoist and Spinner ports will be #10 SAE.**

**3.5.5.6 All ports will allow the use of standard ORB to JIC fittings.**

**3.5.5.7 All Coils 12VDC encapsulated with AMP Jr. Connections.**

**3.5.5.8 Cartridge valve design will not be accepted.**

**3.5.5.9 The valve functions will include:**

**A. The valve shall be of a mobile stackable design load sensing type.**

**B. The valve shall be all cast iron design and all sections must be of the same valve series.**

**C. The valve must be pressure and flow compensated.**

**D. Inlet and outlet ports shall be 1" o-ring, all working ports shall be 5/8" o-ring minimum.**

**3.5.5.10 Valve to be arranged as follows:**

**A. Inlet cap with top ported pressure and tank, load sense and drain ports.**

**B. Double acting cylinder spool for hoist 0 minimum-6.6 maximum GPM, proportional 12VDC operated, with spring return to neutral. Section shall have manual handle overrides with stroke limiters and 500 PSI downside load sense relief.**

**C. Pressure reducing section set at 2000 PSI maximum.**

**D. Double acting cylinder spool for plow lift, proportional 12VDC operated with spring return to neutral. Pressure compensated 0 minimum-2.6 maximum GPM main spool. Section shall have manual handle overrides and stroke limiters.**

**E. Single acting 0 minimum-16 maximum GPM spool for feeder, proportional 12VDC spring to center with manual override.**

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**F.** Single acting 0 minimum-7 maximum GPM spool for spinner, proportional 12VDC spring to center with manual override.

**G.** Spreader sections shall be part of a manifold assembly that has a pressure reducing valve and solenoid drain and has the ability to have a cartridge added for anti-ice applications.

**H.** Aluminum manifold cartridge valve design is not acceptable.

**3.5.6 "TPE" Wiring Specification**

**3.5.6.1** Wiring and harness system shall meet ISO rating IP68 and NEMA 6.

**3.5.6.2** The connectors shall be zinc die cast E-coated, like a MIL spec connector.

**3.5.6.3** Each shall have three sealing points- the lock ring itself, a raised portion of the molded plastic around each pin, and a Viton O-ring or equal that seals the whole connector.

**3.5.6.4** The cable jacket shall be TPE- thermoplastic elastomer and molded to the connectors.

**3.5.6.5** Connectors and harness shall be rated and tested for a temperature range from - 30C to + 70C.

**3.5.6.6** All cabling for the hydraulic system and pre-wet system shall be rated excellent in low temperature flexibility and in its resistance to oxidation, heat, oil, weather, sun, ozone, abrasion, electrical priorities, flame, water, acid, alkali, gasoline, benzol, toluol, degreaser solvents, alcohol, and weld slag.

**3.5.7 Spreader Control**

**3.5.7.1** Control shall have minimum 3 PWM output channels.

**3.5.7.2** One (1) channel shall be ground speed-oriented conveyor/spreader, 1 channel for spinner, and 1 channel for a liquid function.

**3.5.7.3** Liquid function shall be configurable to control either a pre-wet or anti-ice function.

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- 3.5.7.4** Control shall consist of a mode switch/button, blast switch/button and a pulse switch/button. Control shall have two (2) knobs, one for feed rate and one (1) for lane control, plus interactive touch screen.
- 3.5.7.5** Knobs shall be rotary encoders with no maximum or minimum limit position.
- 3.5.7.6** Programming of unit shall not require the use of an ancillary device.
- 3.5.7.7** Touch screen shall be used for calibration of the unit and setting pre-wet.
- 3.5.7.8** There shall be a USB port on the side of the unit for data download if option is selected.
- 3.5.7.9** USB shall also function as an upload port to allow field upgrade of the software or capabilities of the system, shall also be used for saving or restoring configuration and calibrations.
- 3.5.7.10** Unit shall be available in 2 versions, 2 channels, pre-wet and pre-wet auger. Software shall be available for purchase to allow unit to be reconfigured to any version.
- 3.5.7.11** To prevent glare at night, there shall be a "night mode" for the touch screen.
- 3.5.7.12** The unit shall be supplied with minimum of 8 MB of RAM and 4MB of flash memory.
- 3.5.7.13** The front panel shall be backlit for night viewing.
- 3.5.7.14** There shall be a field replaceable fuse to protect the system.
- 3.5.7.15** Help screens for troubleshooting and calibration shall be embedded in the on-board software.

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**3.5.7.16** The system shall support a remote blast and remote pause functions.

**3.5.7.17** Control shall be closed loop with automatic open loop with sensor failure.

**3.5.7.18** PWM circuits shall be current regulated to reduce hysteresis.

**3.5.7.19** There shall be an input signal to sense a stall of the spreader feeder fault.

**3.5.7.20** A float input circuit shall be provided to turn off liquid system at low level.

**3.5.7.21** The control must have an integral guide for calibration which takes you step by step through the complete calibration process.

**3.5.7.22** The control must have a diagnostic feature that shows sensor voltage, battery voltage, current for all outputs, and output duty cycle for each channel versus target.

**3.5.7.23** Storm totals shall be available either on screen or via USB download.

**3.5.7.24** Control unit minimum dimensions shall be 7.8" length x 4" height, x 3.8" deep.

### **3.5.8 Control Console**

**3.5.8.1** The in-cab control system shall have 2 fully proportional multi-function joysticks.

**3.5.8.2** Each joystick shall be Hall effect (magnetic) for proportional operation.

**3.5.8.3** Joystick console shall mount to the center seat in the down position with two adjustable rods that slide into the head rest mounting holes.

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- 3.5.8.4** Dash mounted momentary hoist switch shall be available when seat mounted controls are removed. When controls are removed after winter, you can still operate bed.
- 3.5.8.5** The dump body hoist joystick must be single axis.
- 3.5.8.6** The hoist control lever must have a safety trigger protection for the hoist function.
- 3.5.8.7** Hoist control circuit will disengage the body up function when V-box spreader is installed.
- 3.5.8.8** Plow joystick shall be mounted in the same seat mount console.
- 3.5.8.9** Plow joystick shall be squared for full proportionality.
- 3.5.8.10** Control lever will include a settable plow float function. (Free-floating system requires a single acting valve).
- 3.5.8.11** The user shall have the ability to set the speed of each direction of motion on a PC for all hydraulic devices controlled by the joystick without modification to the hydraulic system.
- 3.5.8.12** The controller must include integrated protection and diagnostics incorporated into the system.
- 3.5.8.13** The control shall have built in diagnostics to protect the *system* from overloads and help diagnose external shorted or open circuits.
- 3.5.8.14** The system shall shut down the output channels if a joystick fails.
- 3.5.8.15** The controller must have built in protection for safety reasons, grounding or cutting any wire at any point between any valve coil and the controller must not cause any valve to actuate.
- 3.5.8.16** One lead from each hydraulic valve coil must be wired to a common ground point.
- 3.5.8.17** The system must supply pulsed +12-volt power to the other lead from each individual valve coil.
- 3.5.8.18** All connections at the hydraulic control junction box must be minimum IP68 rated.

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**3.5.8.19** The outside the cab harness must be minimum of IP 68 rated up to the valve coil connection.

**3.5.8.20** All connectors shall be rated as minimum of "6x" – dust proof

**3.5.8.21** All connectors shall be rated as minimum of "x8" – protected against the effects of permanent submersion in water as well as showing no corrosion after 500 hours in a 35C salt spray.

**3.5.8.22** System operating temperature range minimum -20 to maximum +40 degrees C.

**3.5.8.23** All connections will be labeled with descriptions for each connection to individual solenoids of the hydraulic actuating cylinders.

**3.5.9 Hydraulic Hoses**

**3.5.9.1** All hoses shall be rated per manufacturers specifications.

**3.5.9.2** All hose ends connecting to valve assembly shall be 90-degree female JIC swivel.

**3.5.9.3** Suction Hose shall be 1.25 " ID SAE 100R4 style, connecting the pump and reservoir with a king nipple, with both ends being double clamped with T-bolt style stainless steel super clamps.

**3.5.9.4** Pressure hose shall be 3/4" ID 2000 PSI minimum rated with female JIC swivels at both ends.

**3.5.9.5** Return line shall be 1" ID SAE 100R4 style with female JIC swivels at both ends.

**3.5.9.6** Hoist lines shall be 3/4" ID 2250 PSI minimum rated with female JIC swivels at both ends.

**3.5.9.7** Plow lines 1/2" ID 2250 PSI minimum rated, ran to front of truck with female JIC swivels at both ends.

**3.5.9.8** Auger line shall be 3/4" ID 2250 PSI minimum rated and have female JIC swivels at both ends.

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**3.5.9.9** Spinner line shall be ½" ID 2250 PSI minimum rated and have female JIC swivels at both ends.

**3.5.9.10** Spreader return line shall be 1" ID SAE 100R4 style with female JIC swivels at both ends.

**3.5.9.11** Pump case drain shall be 3/4" ID minimum 2250 PSI rated and have female JIC swivels at both ends.

**3.5.9.12** Load sense line shall be 3/8" ID 2250 PSI minimum rated and have female JIC swivels at both ends.

**3.6. Pre-Build Meeting**

**3.6.6.1** After award of contract there will be a mandatory pre-build meeting with successful vendor, manufacturers and up fitters at the WVDOT/Equipment Division, 83 Brushy Fork Rd. Crossing, Buckhannon WV. Or successful vendors location.

**3.7 Miscellaneous:**

**3.7.1 Vendor Responsibility**

**3.7.1.1** The vendor shall be responsible to furnish a 19,500 GVWR Cab and Chassis, 4 wheel drive with aluminum dump body, v-box spreader and plow that is properly engineered and that conforms to all and any laws governing such equipment.

**3.7.1.2 Unspecified Accessories & Features:** All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

**3.7.1.3** All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished.

**3.7.1.4** All standard safety features required by Federal and State Law, shall be included.

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**3.7.1.5 Inspection:** WVDOH requires unit shall have a West Virginia State inspection sticker upon delivery if applicable.

**3.7.1.6 Unit shall be delivered:** to WVDOH with all manufacturers recommended safety related decals and safety features intact.

**3.7.2 Representative Unit for Test:**

**3.7.2.1** The successful vendor must (if specified) provide the DOH one (1) completed represented unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

**3.7.3 Operating and Service Manuals and Parts Lists:**

**3.7.3.1** An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery. Attn: Marcia Lee. There must be 12 service/shop/maintenance manuals and 14 parts manuals; USB storage drive is preferred in lieu of parts manuals. Manuals and USB storage drive shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

**3.7.4 Training:**

**3.7.4.1** Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator, and Mechanic Training. In order to keep operators and mechanics updated, the successful vendor shall conduct training sessions covering the operation, maintenance, trouble- shooting with each purchase order against this open end contract.



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Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to

**WVDOH**  
Training Academy  
P.O. Box 610  
Buckhannon, West Virginia 26201

Prior to delivery of the pilot unit. Training seminar to be held at the WVDOT, Equipment Division, Buckhannon, WV.

**3.7.5 Preventative Maintenance & Operator Procedures:**

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

**3.8. Warranty:**

**3.8.1 Bumper to Bumper**

**3.8.1.1** 36,000/3-year bumper to bumper.

**3.8.2 Engine Warranty:**

**3.8.2.1** 5 years/100,000 miles

**3.8.3 Engine Emissions Warranty:**

**3.8.3.1** 5 year/100,000 miles

**3.8.4 Power Train:**

**3.8.4.1** 5 year/60,000 miles

**3.8.5 Corrosion Coverage:**

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3.8.5.1 5-year, unlimited mileage.

**3.8.6 Truck Body:**

3.8.6.1 5 years 100% parts and labor

**3.8.7 Body Hoist:**

3.8.7.1 3 years 100% parts and labor

**3.8.8 All Body Wiring & Lighting:**

3.8.8.1 5 years 100 % parts and labor

**3.8.9 Central Hydraulic System:**

3.8.9.1 2 years 100% parts and labor

3.8.9.2 All wiring on system shall be warranted for 5 years 100% parts and labor.

3.8.9.3 Hydraulic pump shall be 2 years 100% parts and labor.

**3.8.10 Front Plow:**

3.8.10.1 Complete Plow warranty shall be 2years 100% parts and labor.

**3.8.11 V-Box Spreader:**

3.8.11.1 2 years, 100 % parts and labor.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies 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.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by completing the Year, Make, Model and inserting a Unit Price and multiplying by the Estimated Quantity to calculate the Total Bid Amount. Unit price must include shipping and any fees. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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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.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Crystal.G.Rink@wv.gov

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form 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 Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency 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:** A completed pilot model for inspection must be provided within 150 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 200 working days working day(s) 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 Agency placing the 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 an Agency 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 Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency

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separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 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.
- 6.6 Condition of Unit(s) Upon Delivery:** All units must arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.
- 6.7 Delivery Point:** Delivery point of the completed representative unit will be the WVDOH, Equipment Division, 83 Brushy Fork Crossing, Buckhannon, WV 26201.

**7. VENDOR DEFAULT:**

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

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.

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- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
  - 7.2.1 Immediate cancellation of the Contract.
  - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3 Any other remedies available in law or equity.
- 8. **MISCELLANEOUS:**
  - 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
  - 8.2 **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.
  - 8.3 **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:** Matt Cochran  
**Telephone Number:** 304-208-2542  
**Fax Number:** 304-776-4097  
**Email Address:** matt.cochran@thetruckpeople.com

**EXHIBIT B**

**EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE**

**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY TO THE WVDOH.**

DESCRIPTION: \_\_\_\_\_ MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ PURCHASE AMOUNT: \_\_\_\_\_

ENGINE: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ FUEL TYPE: \_\_\_\_\_

HORSEPOWER: \_\_\_\_\_ CYLINDER: \_\_\_\_\_ ENGINE SERIAL: \_\_\_\_\_

COOLING SYSTEM CAPACITY: \_\_\_\_\_

BELTS: DESCRIPTION: \_\_\_\_\_ PART NUMBERS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GVW: \_\_\_\_\_ AXLE CAPACITY: FRONT: \_\_\_\_\_ REAR: \_\_\_\_\_

TIRES: FRONT MAKE & SIZE: \_\_\_\_\_

REAR MAKE & SIZE: \_\_\_\_\_

DIMENSIONS OF UNIT: LENGTH: \_\_\_\_\_ WIDTH: \_\_\_\_\_ LENGTH: \_\_\_\_\_

VENDOR CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

**PARTS:**

BATTERY MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ CCA: \_\_\_\_\_

TOP OR SIDE POST: \_\_\_\_\_ DIMENSIONS: LENGTH \_\_\_\_\_ WIDTH \_\_\_\_\_ HEIGHT \_\_\_\_\_

SPARK PLUGS OR FUEL INJECTORS MAKE: \_\_\_\_\_ PART # \_\_\_\_\_

FUEL PUMP OR INJECTION PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

ALTERNATOR MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

STARTER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TURBO CHARGER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TRANS. MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ AUTO/MANUAL: \_\_\_\_\_

HYDRAULIC PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	_____	_____	ENGINE	_____
AIR INNER	_____	_____	TRANSMISSION	_____
AIR OUTER	_____	_____	POWER STEERING	_____
FUEL PRIMARY	_____	_____	HYDRAULIC	_____
FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
COOLANT	_____	_____	BRAKE FLUID	_____
HYDRAULIC	_____	_____	COOLANT	_____
OTHER	_____	_____	OTHER	_____

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Worldwide Equipment of WV, Inc. Address: 408 New Goff Mountain Rd. Cross Lanes, WV 25313

Name of Authorized Agent: Matt Cochran Address: 408 New Goff Mtn Rd, Cross Lanes WV 25313

Contract Number: CRFQ-0803-DOT2000000009 Contract Description: 2 Cab/Chassis 4WD w/dump body

Governmental agency awarding contract: Highways

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: [Handwritten Signature]

Date Signed: 8-27-19

Notary Verification

State of West Virginia, County of Kanawha:

I, Matt Cochran, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 27<sup>th</sup> day of August, 2019

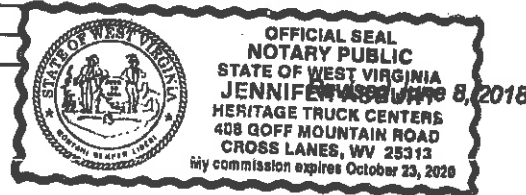
[Handwritten Signature]  
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_





STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**ALL CONTRACTS:** Under W. Va. Code §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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Worldwide Equipment of WV, Inc.

Authorized Signature: [Signature] Date: 8-27-19

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 27<sup>th</sup> day of August, 2019

My Commission expires 10/23, 2020



NOTARY PUBLIC

[Signature]  
Purchasing Affidavit (Revised 07/19/2018)