



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

State of West Virginia
 Centralized Request for Quote
 Vehicles

11/18/21 10:22:28
 WV Purchasing Division

Proc Folder: 956393			Reason for Modification: ADDENDUM_2
Doc Description: SBUS22: VARIOUS SCHOOL BUSES FY2022			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-11-04	2021-11-18 13:30	CRFQ 0212 SWC2200000007	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000187888
Vendor Name: Worldwide Equipment of WV, Inc.
Address:
Street: 1 Jain Drive
City: Cross Lanes
State: WV **Country:** USA **Zip:** 25313
Principal Contact: Matt Cochran
Vendor Contact Phone: 304-776-5600 **Extension:** 93100

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Vendor Signature X  **FEIN#** 45-1024981 **DATE** 11/05/2021

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

ADDITIONAL INFORMATION

ADDENDUM_2 is issued for the following:

- 1. To publish corrected Exhibit_B Pricing Pages (Revised 11/03/2021).

No other changes

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education to establish an open-end contract for School Buses. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties in accordance with West Virginia Code 5A-3-11e, per the attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VARIOUS BUS UNITS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101500			

Extended Description:

Note: Vendor shall complete Exhibit_A & B Pricing Pages for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A&B Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	DELIVERY TO CHARLESTON, WV	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description:

Note: Vendor shall complete Exhibit_A & B Pricing Pages for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A&B Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

SCHEDULE OF EVENTS		
--------------------	--	--

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EDT	2021-10-29



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

State of West Virginia
 Centralized Request for Quote
 Vehicles

Proc Folder: 956393	Reason for Modification: ADDENDUM_2
Doc Description: SBUS22: VARIOUS SCHOOL BUSES FY2022	
Proc Type: Statewide MA (Open End)	

Date Issued	Solicitation Closes	Solicitation No	Version
2021-11-04	2021-11-18 13:30	CRFQ 0212 SWC2200000007	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000187888

Vendor Name: Worldwide Equipment of WV, Inc.

Address: 1 Jain Drive

Street:

City: Cross Lanes

State: WV **Country:** USA **Zip:** 25313

Principal Contact: Matt Cochran

Vendor Contact Phone: 304-776-5600 **Extension:** 93100

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Vendor Signature X  **FEIN#** 45-1024981 **DATE** 11/05/2021

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

ADDITIONAL INFORMATION

ADDENDUM_2 is issued for the following:

1. To publish corrected Exhibit_B Pricing Pages (Revised 11/03/2021).

No other changes

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education to establish an open-end contract for School Buses. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties in accordance with West Virginia Code 5A-3-11e, per the attached documents.

INVOICE TO**SHIP TO**

ALL STATE AGENCIES
VARIOUS LOCATIONS AS
INDICATED BY ORDER

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VARIOUS BUS UNITS	0.00000	EA		

Comm Code**Manufacturer****Specification****Model #**

25101500

Extended Description:

Note: Vendor shall complete Exhibit_A & B Pricing Pages for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A&B Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	DELIVERY TO CHARLESTON, WV	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description:

Note: Vendor shall complete Exhibit_A & B Pricing Pages for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A&B Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EDT	2021-10-29

	Document Phase	Document Description	Page 4
SWC2200000007	Final	SBUS22: VARIOUS SCHOOL BUSES FY2022	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

1. TRANSIT UNITS:					
71 PASSENGER					
	230HP, FE	NO BID			
	230HP, RE	\$ 107,979.36			
	ELECTRIC	NO BID			
DELIVERY TO CHARLESTON, WV		\$ 1,400.00			
77 PASSENGER					
	230HP, FE	NO BID			
	230HP, RE	\$ 110,929.36			
	ELECTRIC	NO BID			
DELIVERY TO CHARLESTON, WV		\$ 1,400.00			
84 PASSENGER					
	245HP, FE	NO BID			
	245HP, RE	\$ 112,979.63			
	ELECTRIC	NO BID			
DELIVERY TO CHARLESTON, WV		\$ 1,400.00			
89 PASSENGER					
	245HP, FE	NO BID			
	245HP, RE	\$ 113,939.37			
	ELECTRIC	NO BID			
DELIVERY TO CHARLESTON, WV		\$ 1,400.00			

Worldwide Equipment of WV, Inc.

2. CONVENTIONAL UNITS:					
24 PASSENGER					
TYPE A	130HP		NO BID		
TYPE A	LPG Fueled		NO BID		
TYPE A	Gasoline		NO BID		
TYPE A	Electric		NO BID		
	DELIVERY TO CHARLESTON, WV		NO BID		
30 PASSENGER					
TYPE A	130HP		NO BID		
TYPE A	LPG Fueled		NO BID		
TYPE A	Gasoline		NO BID		
TYPE A	Electric		NO BID		
	DELIVERY TO CHARLESTON, WV		NO BID		
35 PASSENGER					
TYPE C	200HP/Diesel	\$	84,586.07		
TYPE C	LPG Fueled		NO BID		
TYPE C	Gasoline	\$	82,397.37		
TYPE C	Electric		NO BID		
	DELIVERY TO CHARLESTON, WV	\$	1,400.00		
47 PASSENGER					
TYPE C	220HP/ Diesel	\$	86,593.31		
TYPE C	LPG Fueled		NO BID		
TYPE C	Gasoline	\$	83,607.55		
TYPE C	Electric	\$	-		
	DELIVERY TO CHARLESTON, WV - F/47 Diesel	\$	1,400.00		
	DELIVERY TO CHARLESTON, WV - F/47 Propane		NO BID		
	DELIVERY TO CHARLESTON, WV - F/47 Gasoline	\$	1,450.00		
	DELIVERY TO CHARLESTON, WV - F/47 ELECTRIC		NO BID		
53 PASSENGER					
TYPE C	220HP/Diesel	\$	87,421.82		
TYPE C	LPG Fueled		NO BID		
TYPE C	Gasoline	\$	85,119.34		
TYPE C	Electric		NO BID		
	DELIVERY TO CHARLESTON, WV - F/53 Diesel	\$	1,400.00		
	DELIVERY TO CHARLESTON, WV - F/53 Propane		NO BID		
	DELIVERY TO CHARLESTON, WV - F/53 Gasoline	\$	1,450.00		
	DELIVERY TO CHARLESTON, WV - F/53 Electric		NO BID		
59 PASSENGER					
TYPE C	220HP/Diesel	\$	87,808.12		
TYPE C	LPG Fueled		NO BID		
TYPE C	Gasoline	\$	84,740.15		
TYPE C	Electric		NO BID		
	DELIVERY TO CHARLESTON, WV - F/59 Diesel	\$	1,400.00		
	DELIVERY TO CHARLESTON, WV - F/59 Propane		NO BID		
	DELIVERY TO CHARLESTON, WV - F/59 Gasoline	\$	1,450.00		
	DELIVERY TO CHARLESTON, WV - F/59 Electric		NO BID		
65 PASSENGER					
TYPE C	230HP/Diesel	\$	89,148.21		
TYPE C	LPG Fueled	\$	98,023.27		
TYPE C	Gasoline	\$	85,792.50		
TYPE C	Electric		NO BID		
	DELIVERY TO CHARLESTON, WV - F/65 Diesel	\$	1,400.00		
	DELIVERY TO CHARLESTON, WV - F/65 Propane	\$	1,800.00		
	DELIVERY TO CHARLESTON, WV - F/65 Gasoline	\$	1,450.00		
	DELIVERY TO CHARLESTON, WV - F/65 Electric		NO BID		
71 PASSENGER					
TYPE C	230HP/ Diesel	\$	88,527.72		
TYPE C	LPG Fueled	\$	97,433.73		
TYPE C	Gasoline	\$	85,339.32		
TYPE C	Electric	\$	356,402.69		
	DELIVERY TO CHARLESTON, WV - F/71 Diesel	\$	1,400.00		
	DELIVERY TO CHARLESTON, WV - F/71 Propane	\$	1,800.00		
	DELIVERY TO CHARLESTON, WV - F/71 Gasoline	\$	1,450.00		
	DELIVERY TO CHARLESTON, WV - F /71 Electric	\$	3,000.00		
77 PASSENGER					
TYPE C	230HP/ Diesel	\$	93,111.32		
TYPE C	LPG Fueled	\$	98,199.99		
TYPE C	Gasoline	\$	85,689.67		
TYPE C	Electric		NO BID		
	DELIVERY TO CHARLESTON, WV - F/77 Diesel	\$	1,400.00		
	DELIVERY TO CHARLESTON, WV - F/77 Propane	\$	1,800.00		
	DELIVERY TO CHARLESTON, WV - F/77 Gasoline	\$	1,450.00		
	DELIVERY TO CHARLESTON, WV - F/77 Electric		NO BID		

3. SPECIAL NEEDS - CONVENTIONAL UNITS:				
35 PASSENGER				
	200HP/ Diesel	\$	91,519.68	
	LPG Fueled		NO BID	
	Gasoline	\$	88,493.45	
	Electric		NO BID	
DELIVERY TO CHARLESTON, WV - F/35, Conv.		\$	1,400.00	Diesel
\$1,450.00 Gas				
47 PASSENGER				
	220HP/ Diesel	\$	89,462.45	
	LPG Fueled		NO BID	
	Gasoline	\$	89,188.74	
	Electric		NO BID	
DELIVERY TO CHARLESTON, WV - F/47, Conv.		\$	1,400.00	Diesel
\$1,450.00 Gas				
53 PASSENGER				
	220HP/Diesel	\$	93,013.78	
	LPG Fueled		NO BID	
	Gasoline	\$	90,890.45	
	Electric		NO BID	
DELIVERY TO CHARLESTON, WV - F/53, Conv.		\$	1,400.00	Diesel
\$1,450.00 Gas				
59 PASSENGER				
	220HP/Diesel	\$	92,770.21	
	LPG Fueled		NO BID	
	Gasoline	\$	90,108.20	
	Electric		NO BID	
DELIVERY TO CHARLESTON, WV - F/59, Conv.		\$	1,400.00	Diesel
\$1,450.00 Gas				
65 PASSENGER				
	230HP/Diesel	\$	94,167.40	
	LPG Fueled	\$	104,196.63	
	Gasoline	\$	91,116.79	
	Electric		NO BID	
DELIVERY TO CHARLESTON, WV - F/65, Conv.		\$	1,400.00	Diesel
\$1,450.00 Gas, \$1,800.00 LPG				
71 PASSENGER				
	230HP/Diesel	\$	92,800.67	
	LPG Fueled	\$	103,112.17	
	Gasoline	\$	90,108.65	
	Electric		NO BID	
DELIVERY TO CHARLESTON, WV - F/71, Conv.		\$	1,400.00	Diesel
\$1,450.00 Gas, \$1,800.00 LPG				
77 PASSENGER				
	230HP/Diesel	\$	96,589.24	
	LPG Fueled	\$	103,979.89	
	Gasoline	\$	91,829.39	
	Electric		NO BID	
DELIVERY TO CHARLESTON, WV - F/77, Conv.		\$	1,400.00	Diesel
\$1,450.00 Gas, \$1,800.00 LPG				

Worldwide Equipment of WV, Inc

DELIVERY:

Bidders must state number of days after receipt of order (ARO) for bus delivery. Number of days for delivery shall be no greater than 120 calendar days. This does not include "letters of intent".

Buses will be delivered within 120 calendar days of ARO.

Vendor Name: Worldwide Equipment of WV, Inc.

Address: 1 Jain Drive
Cross Lanes, WV 25313


Phone: 304-776-5600 x93100, cell 304-208-2542

Fax: 304-343-6959

Email: matt.cochran@thetruckpeople.com

Vendor's Representative:

Matt Cochran
(Print Name)



(Signature)

11/5/2021
(Date)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AUTO DEALERS EXPANDED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
 - **Additional Insured by Contract, Agreement or Permit**
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. Supplementary Payments**
 - Bail Bonds - \$5000
 - Loss of Earnings - \$500
- C. Prior Damages Disclosure Statute Coverage**
- D. Fellow Employee Exclusion Amendment**
- E. Damage To Premises Rented To You**
 - Limit increased to \$500,000
- F. Additional Coverages**
 - Transportation Expenses
 - Personal Effects (Excess Basis)
 - Expenses paid for returning a stolen covered auto
 - Fire Department Service Charge
 - Economic Loss Coverage
 - Fraudulent, Forged or Counterfeit Title Coverage
 - Lemon Law Statute Coverage
- G. Airbag Coverage - Accidental Discharge**
- H. Amendment to Exclusion:**
 - Permanently Installed Cellular telephones and accessories used with such equipment
- I. Knowledge and Notice of an Accident, Claim or Suit**
- J. Unintentional Failure To Disclose Hazards**
- K. Worldwide Coverage**

In addition to the policy amendments contained in A. through J. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Auto Dealers Expanded Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery Against Others To Us (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION I - COVERED AUTOS COVERAGES, item D. Covered Autos Liability Coverage, 2. Who Is An Insured is amended to include the following additional paragraphs:

- e. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured"

under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

- f. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

g. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTARY PAYMENTS

SECTION I - COVERED AUTOS COVERAGES, item D. Covered Autos Liability Coverage, 3. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. PRIOR DAMAGE DISCLOSURE STATUTE COVERAGE

SECTION I - COVERED AUTOS COVERAGES, item D. Covered Autos Liability Coverage is amended to include the following coverage:

6. Prior Damage Disclosure Statute Coverage

We will pay those sums an "insured" legally must pay as damages because of an error or omission resulting in the failure to comply with any Federal or state statute which pertains to the disclosure of prior damage. However, we will pay no more than the difference between:

- (1) The market value of the "auto" as represented when sold to your customer; and
- (2) The market value of the "auto" in the actual condition which existed at the time of sale.

We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the applicable limit of insurance has been exhausted by payment of judgments or settlements.

We will not pay for damages in any one occurrence until the amount of damages exceeds \$250. We will then pay the amount of damages in excess of \$250 up to the limit of insurance. The most we will pay for the sum of all damages during the policy period under this coverage is \$10,000. If the policy period is longer than one year, a separate limit of \$10,000 applies to each consecutive twelve month period, starting with the beginning of the policy period shown in the Declarations.

This insurance does not apply to any claim or "suit" arising out of any dishonest, fraudulent, criminal or intentional act or acts committed by the "insured", any partners, officers, employees or agents of the "insured" whether acting alone or in collusion with others.

D. FELLOW EMPLOYEE EXCLUSION AMENDMENT

SECTION I - COVERED AUTOS COVERAGES, item D. Covered Autos Liability Coverage item 4. Exclusions, e. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

E. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION II - GENERAL LIABILITY COVERAGES, A. Bodily Injury And Property Damage Liability, item 2. Exclusions,** the last paragraph of item 2. Exclusions is replaced with the following:

Exclusions c. through o. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage described in **F. Limits Of Insurance - General Liability Coverages, paragraph 5.**

F. ADDITIONAL COVERAGES

SECTION I - COVERED AUTOS COVERAGES, item F. - Physical Damage Coverage, 1. Coverage is amended to include the following coverages:

c. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

d. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

e. We will pay the expense of returning a stolen covered "auto" to you.

f. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

- (a) Assumed by contract or agreement prior to loss; or
- (b) Required by local ordinance.

No deductible applies to this additional coverage.

g. Economic Loss Coverage

We will pay for "economic loss" caused by the collision or overturn of a covered "auto", including collision or overturn as a result of theft, provided that the cost to repair the "auto" exceeds 10% of the "actual dealer cost."

We will only pay for "economic loss" if the "auto":

- (1) Is a private passenger vehicle or truck type of 10,000 GVW or less;
- (2) Has not been previously titled and registered; and
- (3) Has an odometer reading of less than 6,000 miles.

The most we will pay for "economic loss" to any covered "auto" is \$1,000 or 10% of the "actual dealer cost", whichever is less. The "auto" must be of a type designated as a covered "auto" for Collision Coverage under Item Seven of the Garage Coverage Form - Auto Dealers' Supplementary Schedule.

The following words have special meaning for this coverage:

- (1) "Economic loss" means the difference between the "actual selling price" of a repaired covered "auto" and the "actual dealer cost", when the "actual selling price" is less than the "actual dealer cost."
- (2) "Actual selling price" means the final retail or wholesale selling price of the "auto", excluding charges for taxes, title, registration and tags. If the "auto" is not repaired prior to sale, "actual selling price" must include the appraised value of collision damages.
- (3) "Actual dealer cost" means the amount of the dealer invoice plus the cost of any dealer installed (including subcontractor installed) accessories and enhancements, exclusive of profit, factory hold back, advertising and overhead expense.

h. Fraudulent, Forged or Counterfeit Title Coverage

We will pay for "loss" due to the acceptance, in good faith, in exchange for merchandise, money or services, any "title" to an "auto", if the "title" is proven to be fraudulent, counterfeit or forged, and a criminal warrant is obtained for the arrest of the person or persons fraudulently executing the "title."

The most we will pay for "loss" under this coverage is the lesser of:

- (1) The amount the "insured" paid to acquire "title" to the "auto"; or

- (2) The Average Trade in value of the "auto" as shown in the most current NADA Used Car Guide.

This insurance does not apply to:

- (1) Any "loss" arising out of any dishonest, fraudulent, criminal or intentional act committed by the "insured", or any partners, officers, employees, stockholders, agents of the "insured."
- (2) Any "loss" where a "title" is fraudulent solely because a lien or security interest against the "auto" was not recorded.

The following words have special meaning for this coverage only:

- (1) "Title" means a written documentation of ownership issued by a governmental authority.
- (2) "Loss" means the required return of an "auto" to its rightful owner after the "insured" has acquired it by accepting a fraudulent, counterfeit or forged "title."

i. Lemon Law Statute Coverage

We will pay all sums an "insured" legally must pay as damages, or pay you for damages you incur, due solely to the application of any statute permitting the buyer of an automobile sold by you to return the automobile to you if the automobile fails to perform satisfactorily.

We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the applicable limit of insurance has been exhausted by payment of judgments or settlements or when the manufacturer of the automobile assumes defense or settlement of the claim or "suit" made against you.

We will not pay for damages in any one occurrence until the amount of damages exceeds \$250. We will then pay the amount of damages in excess of \$250 up to the limit of insurance. The most we will pay for the sum of all damages during the policy period under this coverage is \$10,000. If the policy period is longer than one year, a separate limit of

\$10,000 applies to each consecutive twelve month period, starting with the beginning of the policy period shown in the Declarations.

This coverage does not apply to damages because of (a) the recall of an automobile due to a known or suspected defect, (b) any dishonest, fraudulent, intentional or criminal act committed by any insured, or (c) an accident. This coverage is excess over any other valid and collectible insurance.

G. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION I - COVERED AUTOS COVERAGES, item F. - Physical Damage Coverage, 3. Exclusions, subparagraph f.(1) is deleted and replaced with the following:

- (1) Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

H. AMENDMENT TO EXCLUSION

SECTION I - COVERED AUTOS COVERAGES, item F. - Physical Damage Coverage, 3. Exclusions, the following paragraph is added:

Exclusions **b.(5)** and **b.(6)** do not apply to:

Cellular telephones and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

I. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - CONDITIONS, Item A. Loss Conditions is amended as follows:

Subparagraph **a.** under **Item 2. Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions,** is amended to include the following additional paragraph:

This requirement applies when the "accident," claim, "suit", offense, "loss" or "act, error or Omission" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph **b.(2)** under **2. Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

J. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - CONDITIONS, B. General Conditions, 2.Concealment, Misrepresentation Or

Fraud is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

K. WORLDWIDE COVERAGE

SECTION IV - CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, is amended to include the following:

- (6) For short-term (30 days or less) hired autos, the coverage territory is anywhere in the world, provided that if the insured's responsibility to pay damages is determined in a "suit" that "suit" is brought in the territory described in items **7.(1) - (4)**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Worldwide Equipment Enterprises, Inc.

Endorsement Effective Date: 05/15/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Automatic Status when required by contract per policy terms, conditions and exclusions.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contrib-

ution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

Additional Named Insureds

Other Named Insureds

Worldwide Equipment Enterprises, Inc.

Worldwide Equipment, Inc.

Worldwide Equipment Leasing, Inc.

Worldwide Equipment of Ohio, Inc.

Worldwide Equipment of TN, Inc.

Worldwide Equipment of South Carolina, Inc. dba Worldwide Kenworth of South Carolina

Worldwide Equipment of West Virginia, Inc.

Worldwide Equipment - Heritage, Inc.

Worldwide Equipment of Georgia, Inc.

Worldwide Fabricating and Manufacturing, Inc.

Service Parts, Inc.

Eastern Leasing Company

Volunteer Leasing and Financial Services, LLC.

Lee Properties, LLC.

TLD Properties, LLC.

TDSB Properties, LLC

TDSB Albany Properties, LLC

Judith Dotson

Kingston Meadows

PacLease Franchisee; Mack Lease Franchisee

Worldwide Auto Group, Inc. dba Worldwide Ford Sales

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED –WORK YOU PERFORMED

This endorsement modifies insurance provided under the following:

AUTO DEALERS LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II – GENERAL LIABILITY COVERAGES

- A. Part D. Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "work you performed" for that additional insured and included in the "products" or "work you performed".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.


- B. With respect to the insurance afforded to these additional insureds, the following is added to Part F. Limits Of Insurance – General Liability Coverages**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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.

 SALES MANAGER

(Name, Title)
Matt Cochran SALES MANAGER

(Printed Name and Title)
1 Jain Drive, Cross Lanes WV 25313

(Address)
304-776-5600x93100 office, 304-208-2542 cell, 304-343-6959 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Worldwide Equipment of WV, Inc.

(Company)

 Regional Sales Manager

(Authorized Signature) (Representative Name, Title)

Matt Cochran, Regional Sales Manager

(Printed Name and Title of Authorized Representative)

11/05/2021

(Date)

304-776-5600x93100 office, 304-208-2542 cell, 304-343-6959 fax

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ SWC220000007
(SWCSBUS22)
SCHOOL BUSES

- 7.4 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.5 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.

Contract Manager: Matt Cochran
Vendor's Name: Worldwide Equipment of WV, Inc.
Vendor's FEIN: 45-1024981
Vendor's Address: 1 Jain Drive
Cross Lanes, WV 25313
Telephone Number: 304-776-5600x93100
Fax Number: 304-343-6959
Email Address: matt.cochran@thetruckpeople.com
Cell: 304-208-2542

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; website: 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: 1 Jain Drive
Cross Lanes, WV 25313

Name of Authorized Agent: Matt Cochran Address: 1 Jain Dr, Cross Lanes, WV 25313

Contract Number: CRFQ SWC22*07 Contract Description: School Buses

Governmental agency awarding contract: WV Purchasing Division

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:  Date Signed: 11/05/2021

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 5th day of November, 2021.


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: Purchasing Division

Official Seal
Notary Public, State of West Virginia
Jennifer L. Asbury
Worldwide Equipment
1 Jain Drive
Cross Lanes, WV 25313
My Commission Expires October 23, 2025
Revised June 8, 2018

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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Worldwide Equipment of WV, Inc.

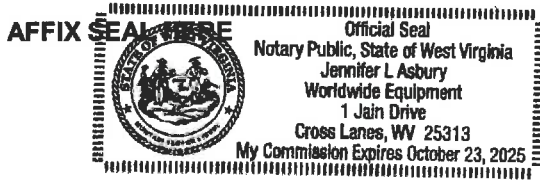
Authorized Signature:  Date: 11/05/2021

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 5th day of November, 2021.

My Commission expires 10/23, 2025.



NOTARY PUBLIC 



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

State of West Virginia
 Centralized Request for Quote
 Vehicles

Proc Folder: 956393			Reason for Modification:
Doc Description: SBUS22: VARIOUS SCHOOL BUSES FY2022			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-10-26	2021-11-09 13:30	CRFQ 0212 SWC2200000007	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000187888

Vendor Name: Worldwide Equipment of WV, Inc.

Address :

Street: 1 Jain Drive

City: Cross Lanes


State: WV **Country:** USA **Zip:** 25313

Principal Contact: Matt Cochran

Vendor Contact Phone: 304-776-5600 **Extension:** 93100

FOR INFORMATION CONTACT THE BUYER

Jo Ann Adkins
 (304) 558-2686
 joann.adkins@k12.wv.us

Vendor Signature X  **FEIN#** 45-1024981 **DATE** 11/05/2021

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

ADDITIONAL INFORMATION

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VARIOUS BUS UNITS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101500			

Extended Description:

Note: Vendor shall complete Exhibit_A & B Pricing Pages for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A&B Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	DELIVERY TO CHARLESTON, WV	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description:

Note: Vendor shall complete Exhibit_A & B Pricing Pages for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A&B Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

SCHEDULE OF EVENTS

Line

1

Event

Technical Questions due by 10:00am EDT

Event Date

2021-10-29

	Document Phase	Document Description	Page
SWC2200000007	Final	SBUS22: VARIOUS SCHOOL BUSES FY2022	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Centralized Request for Quote
 Vehicles

Proc Folder: 956393			Reason for Modification: ADDENDUM_1
Doc Description: SBUS22: VARIOUS SCHOOL BUSES FY2022			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-10-29	2021-11-18 13:30	CRFQ 0212 SWC2200000007	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000187888

Vendor Name: Worldwide Equipment of WV, Inc.

Address :

Street: 1 Jain Drive


City: Cross Lanes

State: WV **Country:** USA **Zip:** 25313

Principal Contact: Matt Cochran

Vendor Contact Phone: 304-776-5600 **Extension:** 93100

FOR INFORMATION CONTACT THE BUYER
 Jo Ann Adkins
 (304) 558-2686
 joann.adkins@k12.wv.us

Vendor Signature X  **FEIN#** 45-1024981 **DATE** 11/05/2021

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

ADDITIONAL INFORMATION

ADDENDUM_1 is issued for the following:

1. To move the bid opening date from 11/09/2021 to 11/18/2021 at 1:30pm EST.
2. To publish the agency response for technical questions received.
3. To update the agency contact address in the specifications.
4. To publish the Federal Funds Addendum Agreement for entities desiring to utilize federal funding for purchases under the contract.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education to establish an open-end contract for School Buses. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties in accordance with West Virginia Code 5A-3-11e, per the attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VARIOUS BUS UNITS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101500			

Extended Description:

Note: Vendor shall complete Exhibit_A & B Pricing Pages for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A&B Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	DELIVERY TO CHARLESTON, WV	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description:

Note: Vendor shall complete Exhibit_A & B Pricing Pages for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A&B Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

SCHEDULE OF EVENTS		
--------------------	--	--

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EDT	2021-10-29

SOLICITATION NUMBER: CRFQ 0212 SWC2200000007
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2200000007 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time from 11/09/2021 to 11/18/2021 at 1:30pm EST.
- Modify specifications to update the Agency address information.
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other: Attachment of Federal Funds Addendum Agreement for purchases using Federal Funds.

Description of Modification to Solicitation:

- 1. To move the bid opening date from 11/09/2021 to 11/18/2021 at 1:30pm EST.**
- 2. To publish the agency response for technical questions received.**
- 3. To update the agency contact address in the specifications.**
- 4. To publish the Federal Funds Addendum Agreement for entities desiring to utilize federal funding for purchases under the contract.**

No other changes made.

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.

CRFQ_0212_SWC220000007

Questions and Responses

1Q.	We respectfully request that the bid date be extended a minimum three (3) weeks.
1R.	The bid opening has been extended to November 18, 2021.
2Q.	Can we be given at minimum a week extension on the bid opening date?
2R.	See 1R.
3Q.	Item number 15 under General Terms and Conditions states that we must accept payment by electronic transfer and P-card, Section 5.3 under ordering and payment makes it clear that we are not required to. In an effort to eliminate confusion I request Item 15 be removed.
3R.	Item 15 under General Terms and Conditions is considered Not Applicable for this solicitation or Contact Award.
4Q.	Would the state consider allowing the use of Bendix Intellipark in place of the standard push-pull park brake valve?
4R.	No
5Q.	Would the state consider adding a 83 passenger conventional bus to the pricing pages or making the option to add another row of seats to the 77 passenger conventional bus?
5R.	No
6Q.	According to addendum 2.36.b.2. in state policy 4336, video equipment is to be installed outside of the head impact zone in accordance to FMVSS 222 requirements, does this also apply to the air conditioning components mounted on the ceiling in the passenger seating area?
6R.	No

**REQUEST FOR QUOTATION
CRFQ SWC2200000007
(SWCSBUS22)
SCHOOL BUSES**

4.4 Convenience Copies: Bidders should send one convenience copy of their bid to the Purchasing Division.

5 ORDERING AND PAYMENT:

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

5.3 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payment in advance is not permitted under this Contract.

Vendor is not required to accept the State of West Virginia Purchasing Card as payment in the resulting contract.

Payment by counties to the successful bidders will be made upon acceptance of completed units by county boards of education. (Acceptance means when a county has determined that ALL manufacturer responsibilities have been met.)

West Virginia Minimum Requirements for Design and Equipment of School Buses, 2020 revision may be obtained from:

**WVDE, Executive Director and/or Representative
Office of School Transportation
WV Department of Education
1900 Kanawha Blvd., Bldg. 6, Room 650
Charleston, WV 25305
Phone - (304) 558-6300
FAX - (304) 558-8867**

6 DELIVERY AND RETURN:

6.2 Delivery Time: Vendor shall deliver standard orders within 120 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West

Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a State. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. PROCUREMENT OF RECOVERED MATERIALS:

(2 C.F.R. § 200.323)

a. The State and Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

6. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3, this contract includes the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

7. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

8. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

12. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

13. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

14. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Name:

Worldwide Equipment of WV, Inc.

By:  _____

Printed Name: Matt Cochran

Title: Regional Sales Manager

Date: 11/05/2021

**EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.
Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in [W. Va. Code § 5A-3-33d](#).

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in [W. Va. Code § 5A-3-33d](#) or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with [W. Va. Code § 5A-3-33e](#) and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to [W.Va. Code § 5A-3-33e\(e\)](#), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

© 2021 Thomson Reuters. No claim to original U.S.
Government Works.

**EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC2200000007

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 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

11/05/2021

Date

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



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

State of West Virginia
 Centralized Request for Quote
 Vehicles

Proc Folder: 956393			Reason for Modification: ADDENDUM_1
Doc Description: SBUS22: VARIOUS SCHOOL BUSES FY2022			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-10-29	2021-11-18 13:30	CRFQ 0212 SWC2200000007	2

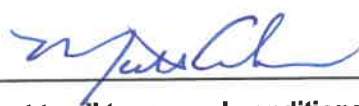
BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000187888
Vendor Name: Worldwide Equipment of WV, Inc.
Address :
Street : 1 Jain Drive
City : Cross Lanes
State : WV **Country :** USA **Zip :** 25313
Principal Contact : Matt Cochran
Vendor Contact Phone: 304-776-5600 **Extension:** 93100

FOR INFORMATION CONTACT THE BUYER
 Jo Ann Adkins
 (304) 558-2686
 joann.adkins@k12.wv.us

Vendor Signature X  **FEIN#** 45-1024981 **DATE** 11/05/2021

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

ADDITIONAL INFORMATION

ADDENDUM_1 is issued for the following:

1. To move the bid opening date from 11/09/2021 to 11/18/2021 at 1:30pm EST.
2. To publish the agency response for technical questions received.
3. To update the agency contact address in the specifications.
4. To publish the Federal Funds Addendum Agreement for entities desiring to utilize federal funding for purchases under the contract.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education to establish an open-end contract for School Buses. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties in accordance with West Virginia Code 5A-3-11e, per the attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VARIOUS BUS UNITS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101500			

Extended Description:

Note: Vendor shall complete Exhibit_A & B Pricing Pages for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A&B Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	DELIVERY TO CHARLESTON, WV	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description:

Note: Vendor shall complete Exhibit_A & B Pricing Pages for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A&B Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EDT	2021-10-29

	Document Phase	Document Description	Page
SWC220000007	Final	SBUS22: VARIOUS SCHOOL BUSES FY2022	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions