

**1. TRANSIT UNITS:**

<b>71 PASSENGER</b>			
	230HP, FE	NO BID	
	230HP, RE	NO BID	
	ELECTRIC	NO BID	
	GASOLINE	NO BID	
DELIVERY TO CHARLESTON, WV - DIESEL		N/A	
DELIVERY TO CHARLESTON, WV - ELECTRIC		N/A	
DELIVERY TO CHARLESTON, WV - GASOLINE		N/A	
<b>77 PASSENGER</b>			
	230HP, FE	NO BID	
	230HP, RE	NO BID	
	ELECTRIC	NO BID	
	GASOLINE	NO BID	
DELIVERY TO CHARLESTON, WV - DIESEL		N/A	
DELIVERY TO CHARLESTON, WV - ELECTRIC		N/A	
DELIVERY TO CHARLESTON, WV - GASOLINE		N/A	
<b>84 PASSENGER</b>			
	245HP, FE	NO BID	
	245HP, RE	NO BID	
	ELECTRIC	NO BID	
	GASOLINE	NO BID	
DELIVERY TO CHARLESTON, WV - DIESEL		N/A	
DELIVERY TO CHARLESTON, WV - ELECTRIC		N/A	
DELIVERY TO CHARLESTON, WV - GASOLINE		N/A	
<b>89 PASSENGER</b>			
	245HP, FE	NO BID	
	245HP, RE	NO BID	
	ELECTRIC	NO BID	
	GASOLINE	NO BID	
DELIVERY TO CHARLESTON, WV - DIESEL		N/A	
DELIVERY TO CHARLESTON, WV - ELECTRIC		N/A	
DELIVERY TO CHARLESTON, WV - GASOLINE		N/A	

**2. CONVENTIONAL UNITS:**

<b>24 PASSENGER</b>			
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		N/A	
<b>30 PASSENGER</b>			
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		N/A	
<b>35 PASSENGER</b>			
	Regular - 200HP	\$ 103,066.25	
	Regular - LPG Fueled	NO BID	
	Regular - Gasoline	NO BID	
	Regular - Electric	NO BID	
DELIVERY TO CHARLESTON, WV		\$ 1,850.00	
<b>47 PASSENGER</b>			
	Regular - 220HP	\$ 106,244.06	
	Regular - LPG Fueled	NO BID	
	Regular - 210HP	NO BID	
	Regular - Electric	NO BID	
	Regular - Gasoline	NO BID	
DELIVERY TO CHARLESTON, WV - F/47 Diesel		\$ 1,850.00	
DELIVERY TO CHARLESTON, WV - F/47 Propane		N/A	
DELIVERY TO CHARLESTON, WV - F/47 Gasoline		N/A	
DELIVERY TO CHARLESTON, WV - F/ ELECTRIC		N/A	
<b>53 PASSENGER</b>			
	Regular - 220HP	\$ 107,655.38	
	Regular - LPG Fueled	NO BID	
	Regular - 210HP	NO BID	
	Regular - Electric	NO BID	
	Regular - Gasoline	NO BID	
DELIVERY TO CHARLESTON, WV - F/53 Diesel		\$ 1,850.00	
DELIVERY TO CHARLESTON, WV - F/53 Propane		N/A	
DELIVERY TO CHARLESTON, WV - F/53 Gasoline		N/A	
DELIVERY TO CHARLESTON, WV - F/Electric		N/A	

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<b>59 PASSENGER</b>			
	Regular - 220HP	\$	108,503.89
	Regular - LPG Fueled		NO BID
	Regular - Electric		NO BID
	Regular - Gasoline		NO BID
DELIVERY TO CHARLESTON, WV - F/59 Diesel		\$	1,850.00
DELIVERY TO CHARLESTON, WV - F/59 Propane			N/A
DELIVERY TO CHARLESTON, WV - F/59 Gasoline			N/A
DELIVERY TO CHARLESTON, WV - F/ Electric			N/A
<b>65 PASSENGER</b>			
	Regular - 230HP	\$	109,945.70
	Regular - LPG Fueled		NO BID
	Regular - Electric		NO BID
	Regular - Gasoline		NO BID
DELIVERY TO CHARLESTON, WV - F/65 Diesel		\$	1,850.00
DELIVERY TO CHARLESTON, WV - F/65 Propane			N/A
DELIVERY TO CHARLESTON, WV - F/65 Gasoline			N/A
DELIVERY TO CHARLESTON, WV - F Electric			N/A
<b>71 PASSENGER</b>			
	Regular - 230HP	\$	112,092.82
	Regular - LPG Fueled		NO BID
	Regular - Electric	\$	406,608.53
	Regular - Gasoline		NO BID
DELIVERY TO CHARLESTON, WV - F/71 Diesel		\$	1,850.00
DELIVERY TO CHARLESTON, WV - F/71 Propane			N/A
DELIVERY TO CHARLESTON, WV - F/71 Gasoline			N/A
DELIVERY TO CHARLESTON, WV - F / Electric		\$	5,000.00
<b>77 PASSENGER</b>			
	Regular - 230HP	\$	117,110.87
	Regular - LPG Fueled		NO BID
	Regular - Electric		NO BID
	Regular - Gasoline		NO BID
DELIVERY TO CHARLESTON, WV - F/77 Diesel		\$	1,850.00
DELIVERY TO CHARLESTON, WV - F/77 Propane			N/A
DELIVERY TO CHARLESTON, WV - F/77 Gasoline			N/A
DELIVERY TO CHARLESTON, WV - F/ Electric			N/A

Worldwide Equipment

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<b>83 PASSENGER</b>			
	<b>Regular - 230HP</b>	<b>\$ 118,223.01</b>	
	<b>Regular - LPG Fueled</b>	<b>NO BID</b>	
	<b>Regular - Electric</b>	<b>NO BID</b>	
	<b>Regular - Gasoline</b>	<b>NO BID</b>	
<b>DELIVERY TO CHARLESTON, WV - F/83 Diesel</b>		<b>\$ 1,850.00</b>	
<b>DELIVERY TO CHARLESTON, WV - F/83 Propane</b>		<b>N/A</b>	
<b>DELIVERY TO CHARLESTON, WV - F/83 Gasoline</b>		<b>N/A</b>	
<b>DELIVERY TO CHARLESTON, WV - F/ Electric</b>		<b>N/A</b>	

### 3. SPECIAL NEEDS - CONVENTIONAL UNITS:

<b>35 PASSENGER</b>			
	<b>200HP</b>	<b>\$</b>	<b>108,687.60</b>
	<b>LPG Fueled</b>		<b>NO BID</b>
	<b>Electric</b>		<b>NO BID</b>
	<b>GASOLINE</b>		<b>NO BID</b>
<b>DELIVERY TO CHARLESTON, WV - DIESEL</b>		<b>\$</b>	<b>1,850.00</b>
<b>DELIVERY TO CHARLESTON, WV - LPG</b>			<b>N/A</b>
<b>DELIVERY TO CHARLESTON, WV - ELECTRIC</b>			<b>N/A</b>
<b>DELIVERY TO CHARLESTON, WV - GASOLINE</b>			<b>N/A</b>
<b>47 PASSENGER</b>			
	<b>220HP</b>	<b>\$</b>	<b>111,888.62</b>
	<b>LPG Fueled</b>		<b>NO BID</b>
	<b>Electric</b>		<b>NO BID</b>
	<b>GASOLINE</b>		<b>NO BID</b>
<b>DELIVERY TO CHARLESTON, WV - DIESEL</b>		<b>\$</b>	<b>1,850.00</b>
<b>DELIVERY TO CHARLESTON, WV - LPG</b>			<b>N/A</b>
<b>DELIVERY TO CHARLESTON, WV - ELECTRIC</b>			<b>N/A</b>
<b>DELIVERY TO CHARLESTON, WV - GASOLINE</b>			<b>N/A</b>
<b>53 PASSENGER</b>			
	<b>220HP</b>	<b>\$</b>	<b>113,489.58</b>
	<b>LPG Fueled</b>		<b>NO BID</b>
	<b>Electric</b>		<b>NO BID</b>
	<b>GASOLINE</b>		<b>NO BID</b>
<b>DELIVERY TO CHARLESTON, WV - DIESEL</b>		<b>\$</b>	<b>1,850.00</b>
<b>DELIVERY TO CHARLESTON, WV - LPG</b>			<b>N/A</b>
<b>DELIVERY TO CHARLESTON, WV - ELECTRIC</b>			<b>N/A</b>
<b>DELIVERY TO CHARLESTON, WV - GASOLINE</b>			<b>N/A</b>
<b>59 PASSENGER</b>			
	<b>220HP</b>	<b>\$</b>	<b>114,306.15</b>
	<b>LPG Fueled</b>		<b>NO BID</b>
	<b>Electric</b>		<b>NO BID</b>
	<b>GASOLINE</b>		<b>NO BID</b>
<b>DELIVERY TO CHARLESTON, WV - DIESEL</b>		<b>\$</b>	<b>1,850.00</b>
<b>DELIVERY TO CHARLESTON, WV - LPG</b>			<b>N/A</b>
<b>DELIVERY TO CHARLESTON, WV - ELECTRIC</b>			<b>N/A</b>
<b>DELIVERY TO CHARLESTON, WV - GASOLINE</b>			<b>N/A</b>

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<b>65 PASSENGER</b>			
	<b>230HP</b>	<b>\$</b>	<b>115,726.67</b>
	<b>LPG Fueled</b>		<b>NO BID</b>
	<b>Electric</b>		<b>NO BID</b>
	<b>GASOLINE</b>		<b>NO BID</b>
<b>DELIVERY TO CHARLESTON, WV - DIESEL</b>		<b>\$</b>	<b>1,850.00</b>
<b>DELIVERY TO CHARLESTON, WV - LPG</b>			<b>N/A</b>
<b>DELIVERY TO CHARLESTON, WV - ELECTRIC</b>			<b>N/A</b>
<b>DELIVERY TO CHARLESTON, WV - GASOLINE</b>			<b>N/A</b>
<b>71 PASSENGER</b>			
	<b>230HP</b>	<b>\$</b>	<b>117,246.25</b>
	<b>LPG Fueled</b>		<b>NO BID</b>
	<b>Electric</b>		<b>NO BID</b>
	<b>GASOLINE</b>		<b>NO BID</b>
<b>DELIVERY TO CHARLESTON, WV - DIESEL</b>		<b>\$</b>	<b>1,850.00</b>
<b>DELIVERY TO CHARLESTON, WV - LPG</b>			<b>N/A</b>
<b>DELIVERY TO CHARLESTON, WV - ELECTRIC</b>			<b>N/A</b>
<b>DELIVERY TO CHARLESTON, WV - GASOLINE</b>			<b>N/A</b>
<b>77 PASSENGER</b>			
	<b>230HP</b>	<b>\$</b>	<b>122,807.23</b>
	<b>LPG Fueled</b>		<b>NO BID</b>
	<b>Electric</b>		<b>NO BID</b>
	<b>GASOLINE</b>		<b>NO BID</b>
<b>DELIVERY TO CHARLESTON, WV - DIESEL</b>		<b>\$</b>	<b>1,850.00</b>
<b>DELIVERY TO CHARLESTON, WV - LPG</b>			<b>N/A</b>
<b>DELIVERY TO CHARLESTON, WV - ELECTRIC</b>			<b>N/A</b>
<b>DELIVERY TO CHARLESTON, WV - GASOLINE</b>			<b>N/A</b>
<b>83 PASSENGER</b>			
	<b>230HP</b>	<b>\$</b>	<b>123,573.67</b>
	<b>LPG Fueled</b>		<b>NO BID</b>
	<b>Electric</b>		<b>NO BID</b>
	<b>GASOLINE</b>		<b>NO BID</b>
<b>DELIVERY TO CHARLESTON, WV - DIESEL</b>		<b>\$</b>	<b>1,850.00</b>
<b>DELIVERY TO CHARLESTON, WV - LPG</b>			<b>N/A</b>
<b>DELIVERY TO CHARLESTON, WV - ELECTRIC</b>			<b>N/A</b>
<b>DELIVERY TO CHARLESTON, WV - GASOLINE</b>			<b>N/A</b>


**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 TBD calendar days of ARO.

**Vendor Name:** Worldwide Equipment of WV Inc  
**Address:** 1 Jain Drive  
Coss Lanes, WV 25313  
**Phone:** 304-776-5600 x93100, 304-208-2542 cell  
**Fax:** 304-343-6959  
**Email:** matt.cochran@thetruckpeople.com

**Vendor's Representative:**

Matt Cochran  
(Print Name)  
  
(Signature)  
11/28/2022  
(Date)



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

<b>Proc Folder:</b> 1133638			<b>Reason for Modification:</b>
<b>Doc Description:</b> SBUS23: VARIOUS SCHOOL BUSES FY2023			
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-11-14	2022-11-30 13:30	CRFQ 0212 SWC2300000008	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**

Jessica L Hovanec  
 304-558-2314  
 jessica.l.hovanec@wv.gov

Vendor  
 Signature X

**FEIN#** 45-1024981

**DATE** 11/28/2022

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



**ADDITIONAL INFORMATION**

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 specifications and terms and conditions as attached hereto.

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:**  
VARIOUS BUS UNITS

VENDOR SHALL COMPLETE EXHIBIT A - PRICING PAGES AND ATTACH WITH 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:**  
DELIVERY TO CHARLESTON, WV

VENDOR SHALL COMPLETE EXHIBIT A - PRICING PAGES AND ATTACH WITH 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 November 18, 2022 at 10:00 AM ET	2022-11-18



**Named Insureds:**

**TLD Properties, LLC**

**Volunteer Leasing and Financial Services, LLC**

**Service Parts, Inc**

**Volunteer Volvo & GMC, Inc**

**Worldwide Equipment of West Virginia, Inc,**

**Worldwide Equipment, Inc**

**Worldwide Equipment Leasing, Inc.**

**Worldwide Equipment of Ohio, Inc.**

**Worldwide Equipment of South Carolina, Inc.**

**Worldwide Equipment of TN, Inc.**

**Worldwide Fabricating and Manufacturing, Inc**

**Worldwide Equipment-Heritage, Inc.**

**Worldwide Auto Group, Inc**

**DBA Worldwide Ford Sales**

**Worldwide Equipment of Georgia, Inc.**

**Lee Properties, LLC**

**Paclease Franchisee, Mack Lease Franchisee**

**DBA Worldwide Kenworth of South Carolina**

**TDSB Properties, LLC**

**TDSB Albany Properties, LLC**

**Eastern Leasing Company**

**Kingston Meadows**

**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).

POLICY NUMBER: CMM 232074T

**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 ORGANIZATIONS(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 CONTRACT OR AGREEMENT TO PROVIDE FOR SUCH ADDITIONAL INSURED.
- B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSURED, 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.

(Printed Name and Title) Matt Cochran Sales Manager

(Address) 1 Jain Drive, Cross Lanes WV 25313

(Phone Number) / (Fax Number) 304-776-5600 X93100 office, 304-208-2542 cell  
304-343-6959 fax

(Email address) matt.cochran@thetruckpeople.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

Worldwide Equipment of WV, Inc.

(Company)

(Signature of Authorized Representative)

Matt Cochran Sales Manager 11/28/2022

(Printed Name and Title of Authorized Representative) (Date)

304-776-5600 X93100 office, 304-208-2542 cell, 304-343-6959 fax

(Phone Number) (Fax Number)

matt.cochran@thetruckpeople.com

(Email Address)

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: Jessica Hovanec

Title: Senior Buyer

Date: \_\_\_\_\_

Vendor Name:

Worldwide Equipment of WV, Inc.

By:  \_\_\_\_\_

Printed Name: Matt Cochran

Title: Sales Manager

Date: 11/28/2022

**REQUEST FOR QUOTATION  
STATE OF WV - SCHOOL BUSES**

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

**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:**     304-776-5600 X93100    

**Fax Number:**     304-343-6959    

**Email Address:**     matt.cochran@thetruckpeople.com



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

<b>Proc Folder:</b> 1133638			<b>Reason for Modification:</b>
<b>Doc Description:</b> SBUS23: VARIOUS SCHOOL BUSES FY2023			
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-11-14	2022-11-30 13:30	CRFQ 0212 SWC2300000008	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**

Jessica L Hovanec  
 304-558-2314  
 jessica.l.hovanec@wv.gov

Vendor  
 Signature X

FEIN# 45-1024981

DATE 11/28/2022

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

**ADDITIONAL INFORMATION**

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 specifications and terms and conditions as attached hereto.

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:**  
VARIOUS BUS UNITS

VENDOR SHALL COMPLETE EXHIBIT A - PRICING PAGES AND ATTACH WITH 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:**  
DELIVERY TO CHARLESTON, WV

VENDOR SHALL COMPLETE EXHIBIT A - PRICING PAGES AND ATTACH WITH 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 November 18, 2022 at 10:00 AM ET	2022-11-18



	Document Phase	Document Description	Page
SWC2300000008	Final	SBUS23: VARIOUS SCHOOL BUSES FY2023	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

<b>Proc Folder:</b> 1133638			<b>Reason for Modification:</b> Addendum #1 to publish Vendor Questions and Answers and to publish an updated exhibit.
<b>Doc Description:</b> SBUS23: VARIOUS SCHOOL BUSES FY2023			
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-11-21	2022-11-30 13:30	CRFQ 0212 SWC2300000008	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**

Jessica L Hovanec  
 304-558-2314  
 jessica.l.hovanec@wv.gov

**Vendor Signature X**  **FEIN#** 45-1024981 **DATE** 11/28/2022

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

**ADDITIONAL INFORMATION**

Addendum #1 to publish Vendor Questions and Answers and to publish an updated "Minimum Requirements for Design and Equipment of School Buses" exhibit.

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 specifications and terms and conditions as attached hereto.

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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
1	VARIOUS BUS UNITS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101500			

**Extended Description:**  
VARIOUS BUS UNITS

VENDOR SHALL COMPLETE EXHIBIT A - PRICING PAGES AND ATTACH WITH BID.

SEE SECTION #6 BID SUBMISSION IN THE INSTRUCTIONS TO BIDDERS DOCUMENT FOR ADDITIONAL INFORMATION

INVOICE TO	SHIP TO
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No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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SCHEDULE OF EVENTS
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by November 18, 2022 at 10:00 AM ET	2022-11-18

# SOLICITATION NUMBER: CRFQ SWC00000008

## Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as CRFQ SWC00000008 (“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 attach the Vendor Questions and Answers
- 2) To replace the West Virginia Minimum Requirements for Design and Equipment of School Buses

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

### Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ SWC2300000008**

**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 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

11/28/2022

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  
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State of West Virginia  
 Centralized Request for Quote  
 Vehicles

<b>Proc Folder:</b> 1133638			<b>Reason for Modification:</b> Addendum #1 to publish Vendor Questions and Answers and to publish an updated exhibit.
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<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-11-21	2022-11-30 13:30	CRFQ 0212 SWC2300000008	2

**BID RECEIVING LOCATION**

BID CLERK  
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**Principal Contact :** Matt Cochran  
**Vendor Contact Phone:** 304-776-5600 **Extension:** 93100

**FOR INFORMATION CONTACT THE BUYER**

Jessica L Hovanec  
 304-558-2314  
 jessica.l.hovanec@wv.gov

**Vendor Signature X**

**FEIN#** 45-1024981

**DATE** 11/28/2022

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

**ADDITIONAL INFORMATION**

Addendum #1 to publish Vendor Questions and Answers and to publish an updated "Minimum Requirements for Design and Equipment of School Buses" exhibit.

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 specifications and terms and conditions as attached hereto.

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VENDOR SHALL COMPLETE EXHIBIT A - PRICING PAGES AND ATTACH WITH BID.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
78121603			

**Extended Description:**

DELIVERY TO CHARLESTON, WV

VENDOR SHALL COMPLETE EXHIBIT A - PRICING PAGES AND ATTACH WITH 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 November 18, 2022 at 10:00 AM ET	2022-11-18

	Document Phase	Document Description	Page 4
SWC2300000008	Final	SBUS23: VARIOUS SCHOOL BUSES FY2023	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# 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: 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.

Terry L Dotson

**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: 11/28/2022

**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 28th day of November, 2022.

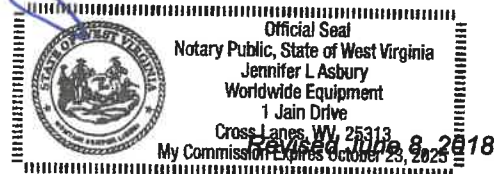
  
Notary Public's Signature

**To be completed by State Agency:**

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

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

Governmental agency submitting Disclosure: Purchasing Division



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.

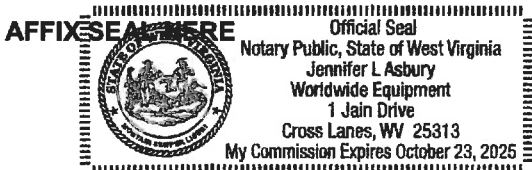
Authorized Signature:  Date: 11/28/2022

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 28 day of November, 2022.

My Commission expires 10/23, 2025.



NOTARY PUBLIC   
*Purchasing Affidavit (Revised 01/19/2018)*