



**WORLDWIDE EQUIPMENT OF WV INC**  
 5650 US ROUTE 60 EAST  
 HUNTINGTON WV 25705

**Purchase Agreement**

Date: 02/05/24  
 Deal#: DE-16731  
 Salesperson: Todd Bannister

Bill To: **PROS-112661**  
**WV DIVISION OF FORESTRY**  
 330 HARPER PARK DR STE J  
  
 BECKLEY, WV 25801-2643  
 P:(304) 588-2788

Ship To:  
**WV DIVISION OF FORESTRY**  
 330 HARPER PARK DR STE J  
  
 BECKLEY WV 25801-2643

<b>Stock#: ORDER</b>	<b>VIN:TBD</b>	<b>New 2025 MACK GR64FR</b>	<b>Price:</b>	<b>\$194,842.00</b>
			<b>Per Unit:</b>	<b>\$194,842.00</b>
<b>Stock#: ORDER</b>	<b>VIN:TBD</b>	<b>New 2025 MACK GR64FR</b>	<b>Price:</b>	<b>\$194,842.00</b>
			<b>Per Unit:</b>	<b>\$194,842.00</b>
			<b>Total Price</b>	<b>\$389,684.00</b>
			<b>Documentation Fee</b>	<b>\$500.00</b>
			<b>Total</b>	<b>\$390,184.00</b>
	<b>Contract Price</b>	<b>Two Units</b>		
Chassis and option:	\$149,442.00	\$298,884.00		
SFS Inc. Quote:	\$ 45,400.00	\$ 90,800.00		
Tax (0.00%)	\$ 0.00	\$ 0.00		
Doc Fee:	\$ 250.00	\$ 500.00		
<b>Total:</b>	<b>\$195,092.00</b>	<b>\$390,184.00</b>		

RECEIVED  
 2024 FEB 12 PM 12: 31  
 WV PURCHASING  
 DIVISION

**Terms of Agreement**

DISCLAIMER OF WARRANTIES: SELLER MAKES NO WARRANTIES AS TO THE PROPERTY, EXPRESS, IMPLIED OR IMPLIED BY LAW EXCEPT, AS TO NEW VEHICLES ONLY THE MANUFACTURE'S STANDARD VEHICLE WARRANTY, WHICH IS INCORPORATED HERE IN BY REFERENCE. SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES OF ANY BREACH OF WARRANTY. ALL USED VEHICLES AS SOLD 'AS IS'. I have read and understand the above certification, acknowledgement, disclaimer and sales agreement and agree to all of the terms and conditions. It is intended by buyer that this be a binding, enforceable sales contract. THIS CONTRACT ENTERED INTO AT 02/05/24 . IN THE EVENT OF ANY DISPUTE REGARDING THIS CONTRACT, BUYER AGREES TO JURISDICTION AND VENUE IN ANY U.S. DISTRICT COURT OR THE STATE AND COUNTY WHERE CONTRACT IS ENTERED INTO.

**THIS ORDER IS NOT BINDING UNTIL ACCEPTED BY DEALER MANAGEMENT.**

Purchaser's Signature \_\_\_\_\_ Date: \_\_\_\_\_ Sales Representative \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Manager \_\_\_\_\_

# TECHNICAL SPECIFICATION

GRANITE 64FR

*CUSTOMER COPY*  
*02-05-24*



			WEIGHT (LB)	
MODEL DEFINING		DESCRIPTION	FRONT	REAR
S	PRICE BOOK LEVEL	2025A Pricebook	0	0
S	VOLTAGE	ELECTRICAL SYSTEM 12 VOLT	0	0

			WEIGHT (LB)	
APPLICATION PACKAGES		DESCRIPTION	FRONT	REAR
	CHASSIS CONFIGURATION PACKAGE	ONEBOX EATS, RH BATTERY BOX, 6.6 GALLON (25L) SLEEVED DEF, 22" SLEEVED LH FUEL TANK	0	0

			WEIGHT (LB)	
CUSTOMER/VEHICLE INFO		DESCRIPTION	FRONT	REAR
S	CHASSIS (BASE MODEL)	GRANITE 64FR	4,853	1,764
S	ASSEMBLY PLANT	Made in Macungie, PA USA	0	0
	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0
S	TYPE OF SERVICE	COMMERCIAL	0	0
S	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION	0	0
	EMISSION WARRANTY CERTIFICATION	EPA (only) for Mack MP7 / MP8 Diesel	0	0
	INTENDED REGISTRATION LOCATION	WEST VIRGINIA	0	0
S	INITIAL REGISTRATION LOCATION	USA REGISTRATION	0	0
	BRAND ORNAMENT	BULLDOG, GOLD	0	0
S	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH	0	0
S	ROAD CONDITION	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE	0	0
	VEHICLE USE & BODY/TRAILER TYPE	FLATBED TRUCK	0	0
	TRAILER TYPE	WITHOUT TRAILER TYPE	0	0
S	GROSS COMBINATION WEIGHT (CA in PC29 only)	TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED	0	0
S	BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)	0	0
	TOPOGRAPHY	GRADES <3% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 8%	0	0
S	AMBIENT TEMP UPPER LIMIT (GTA)	AMBIENT TEMPERATURE HOT. WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR	0	0
S	OPERATING TERRAIN GRADE CONDITIONS	ON-OFF HIGHWAY, STARTING GRADES<18%	0	0
S	LOADING SURFACE FACTOR	CONCRETE LOADING AND / OR UNLOADING SURFACE	0	0
	VEHICLE VOCATION	PICKUP & DELIVERY / SHORT HAUL SERVICE	0	0

			WEIGHT (LB)	
ENGINE/TRANSMISSIONS		DESCRIPTION	FRONT	REAR
	ENGINE PACKAGE, COMBUSTION	MP7-355C MACK 355HP @ 1600-1800 RPM (PEAK) 2100 RPM (GOV) 1250 LB-FT, US'21	1,855	463
S	GHG APPLICATION, VEHICLE	GREEN HOUSE GAS VOCATIONAL APPLICATION	0	0
	TRANSMISSION	MACK TMD12AFO-HD mDRIVE HD 12 SP-(OVERDRIVE)	503	168
S	GEARBOX 12TH GEAR LOCK-OUT	WITHOUT 12TH GEARBOX GEAR LOCK-OUT	0	0

# TECHNICAL SPECIFICATION *(cont.)*



			WEIGHT (LB)	
EXHAUST/EMISSIONS	DESCRIPTION		FRONT	REAR
	NOX LIMITS	CARB LEGACY / EPA (200MG/HP/HR), 50 State Idle Compliance	0	0
S	IDLE EMISSION LABEL LOCATION (CA in PC29 only)	IDLE EMISSION LABEL LOCATION, LOWER LH CORNER OF DRIVER DOOR	0	0
S	DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21	0	0
S	CHASSIS MOUNTED EMISSIONS FINISH	W/O DEF COVER & PAINTED DPF COVER	0	0
S	DIESEL EXHAUST FLUID TANK	6.6 GALLON (25 L) 22" LEFT SIDE FUEL TANK MTD	89	31
S	EXHAUST	SINGLE VERTICAL RIGHT SIDE OUTBOARD MOUNTED STRAIGHT EXHAUST STACK TURNED OUT END	0	0
S	EXHAUST STACK HEIGHT	11' 6" FROM GROUND	0	0
S	EXHAUST SYSTEM MATERIAL FINISH	W/O BRIGHT FINISH EXHAUST	0	0
S	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2024	0	0

			WEIGHT (LB)	
ENGINE EQUIPMENT	DESCRIPTION		FRONT	REAR
S	AIR CLEANER	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR INTAKE FROM BOTH SIDES OF HOOD	0	0
S	BUG SCREEN	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER	0	0
S	AIR COMPRESSOR/DRYER	WABCO HEATED SS-HP AIR DRYER W/ WABCO 636 (37.4 CFM) AIR COMPRESSOR	0	0
S	AIR DRYER POSITION (CA)	AIR DRYER POSITION STANDARD	0	0
S	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE	16	0
S	BATTERIES	(3) MACK 12V 760/2280 CCA THREADED STUD TYPE	7	3
	BATTERY BOX - MOUNTING (x)	RH RAIL BEHIND SCR	0	0
S	BATTERY BOX COVER	MOLDED PLASTIC	0	0
S	STARTER MOTOR	12 VOLT DELCO 39MT-MXT	31	0
	ENGINE BRAKE	MACK MP7 POWERLEASH	0	0
S	ENGINE BRAKE LIGHTING (CA)	VEHICLE AND TRAILER (IF APPLICABLE) STOP LAMPS ACTIVATE UPON SERVICE BRAKE APPLICATION ONLY(3899000)	0	0
S	ENGINE BRAKE ACTIVATION	ENGINE BRAKE ACTIVATION, BASIC	0	0
S	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE	0	0
S	COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO -34DEG, W/ FILTER	0	0
S	HOSES - RADIATOR/HEATER	MACK EPDM RADIATOR & HEATER HOSES	0	0
S	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE V2 (INTEGRAL W/ PRIMARY FUEL FILTER)	0	0
S	PRIMARY FUEL FILTER POSITION (CA)	STANDARD FUEL FILTER POSITION	0	0
S	ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)	0	0
	ENGINE BLOCK HEATER	120V 1500W ENGINE BLOCK HEATER	5	0
S	OIL SUMP	OIL PAN	0	0
S	ENGINE STOP, EMERGENCY (CA in PC29 only)	WITHOUT ENGINE STOP, EMERGENCY	0	0

			WEIGHT (LB)	
CLUTCH/TRANS EQUIPMENT	DESCRIPTION		FRONT	REAR
S	GEAR SHIFTER	MACK mDRIVE-PREMIUM SHIFTER	0	0
S	CLUTCH	ZF/SACHS SINGLE PLATE 17" (430MM) ORGANIC MATERIAL	0	0
S	CLUTCH ACTUATION SYSTEM & PEDAL PAD	WITHOUT CLUTCH CABLE SYSTEM	0	0
	MINIMUM REQUIRED PROP SHAFT SIZE	MINIMUM REQUIRED FOR KAX PROP SHAFT, PROPS-M	0	0

**PRICELIST DATE**  
20230717

**QUOTATION**  
WE2023000086C645

**DATE**  
2/5/2024

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# TECHNICAL SPECIFICATION *(cont.)*



			WEIGHT (LB)	
CLUTCH/TRANS EQUIPMENT	DESCRIPTION		FRONT	REAR
S	DRIVELINE - MAIN	MERITOR RPL35, WITH CROSS SERRATED YOKE (PROPS-XL)	20	45
S	DRIVELINE - INTERAXLE	MERITOR RPL25	0	36
S	PROPELLR SHAFT MAIN, UNVSL JNT	UNIVERSAL JOINT CROSS SERRATED YOKE	0	0
S	PROP SHAFT INTERAXL UNIV JOINT	HALF-ROUND UNIVERSAL JOINT	0	0
S	TRANSMISSION OUTPUT TORQUE	TRANSMISSION OUTPUT TORQUE BASIC	0	0
S	LUBRICANTS, TRANSMISSION	75W - 90 (SYNTHETIC LUBRICANT)	0	0
S	TRANSMISSION OIL COOLER	MACK mDRIVE TRANSMISSION OIL COOLER MOUNTED LH SIDE OIL TO WATER COOLER	0	0
	HILL START ASSIST	GRADE GRIPPER	0	0

			WEIGHT (LB)	
FRONT AXLE EQUIPMENT	DESCRIPTION		FRONT	REAR
	FRONT AXLE	16500# (7500 KG) MACK FXL16.5 STRAIGHT SPINDLE/UNITIZED BEARINGS	325	0
	SPRINGS - FRONT	MACK TAPERLEAF 16500# (7500 KG) GROUND LOAD RATING, EQUAL BIAS	27	0
S	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 6" Q+	29	0
S	BRAKE, FRONT	CAST IRON	0	0
	FRONT AXLE BRAKE DUST SHIELD	DUST SHIELDS FOR FRONT AXLE	5	0
S	FRONT BRAKE ADJ. MANUFACTURE	HALDEX - AUTOMATIC	0	0
S	FRONT BRAKE CHAMBER MFG.	FRONT BRAKE CHAMBER MANUFACTURER, HALDEX	0	0
S	HUB MATERIAL, FRONT	FERROUS	157	0
S	FRONT AXLE LUBRICANT	FRONT AXLE LUBE, FAG NLGI2 GREASE	0	0
S	SHOCK ABSORBER, FRONT	DOUBLE ACTING TYPE	0	0
S	STEERING	SHEPPARD SD110	111	0

			WEIGHT (LB)	
REAR AXLE EQUIPMENT	DESCRIPTION		FRONT	REAR
	REAR AXLE	44000# (20000kg) MACK S440R FABRICATED STEEL HOUSING	0	1,445
S	REAR AXLE CASING WIDTH	W/O WIDE TRACK AXLE	0	0
S	DRIVE AXLE LUBRICANT	DRIVE AXLE LUBE, SHELL 75W90 SYNTHETIC OIL	0	0
S	CARRIER - REAR AXLE	150/151 SERIES (Tandem Mack Rear Axles up to 150,000lb GCW)	0	0
S	POWER DIVIDER LOCKOUT	INTERAXLE POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT	0	40
	REAR AXLE RATIO	4.80 RATIO	0	0
	REAR SUSPENSION	SS44 MACK CAMELBACK MULTILEAF 44,000 lb, HEAVY DUTY	0	1,921
	SPRINGS - ANTI-SWAY	SPRINGS, ANTI-SWAY	0	104
	REAR SUSP. BEAM BUSHINGS	BRONZE	0	36
S	BOGIE SPREAD, REAR	50" AXLE SPACING (BOGIE WHEELBASE)	0	34
	REAR SPRING INSULATOR MAT'L	URETHANE SHOCK INSULATORS, HEAVY DUTY, HIGHLY RECOMMENDED W/SS582 & SS652 REAR SUSP	0	5
S	TRANSVERSE TORQUE RODS, R SUSP	TRANSVERSE TORQUE ROD (REAR AXLE ONLY)	0	0
S	AUX.SPRING BRAKE QTY	AUX SPRING BRAKE QTY, 4 CHAMBERS	0	20
S	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+ (Total for QTY = 2)	0	-35
S	BRAKE, DRIVE, REAR	CAST IRON	0	0
S	REAR BRAKE ADJ MANUFACTURE	HALDEX - AUTOMATIC (Total for QTY = 2)	0	0

# TECHNICAL SPECIFICATION *(cont.)*



		WEIGHT (LB)		
REAR AXLE EQUIPMENT	DESCRIPTION	FRONT	REAR	
	DRIVE AXLE BRAKE DUST SHIELD	DUST SHIELDS FOR REAR AXLE	0	12
	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE	0	0
	BRAKE ORI REAR-MOST DRIVE AXLE	DRUM BRAKE CHAMBER ORIENTATION: High Mount - Rear of Axle - Chamber Down	0	0
S	PARKING BRAKE CHAMBER	HALDEX "GOLD SEAL PLUS" (3" STROKE) BRAKE CHAMBERS (Total for QTY = 2)	0	0
S	HUB MATERIAL, DRIVE	IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT	0	318
S	ANTILOCK BRAKE SYSTEM	BENDIX WITH TRACTION CONTROL 4S4M	0	0
S	BRAKE VALVE VERSION	BENDIX SWITCHES AND VALVES WHERE POSSIBLE	0	0
S	TRACTION CONTROL DISABLE (CA in PC29 only)	AUTOMATIC TRACTION CONTROL (ATC) FULL DISABLE SWITCH	0	0
S	SPRING BRAKE INVERSION VALVE	TRACTOR SPRING BRAKE INVERSION VALVE	5	0

		WEIGHT (LB)		
FRAME EQUIPMENT/FUEL TANKS	DESCRIPTION	FRONT	REAR	
	WHEELBASE	269"	329	329
	AF (OVERHANG)	95"	-39	505
	FRAME RAILS & LINERS	8 x 90 x 300mm - (0.31" x 3.54" x 11.81")W/ Full Liner; RBM 3,230,000 LB-IN	0	0
S	FRONT FRAME EXT. (BOLTED ON)	6" BOLT ON FRAME EXTENSION	155	-2
S	FRONT FRAME LENGTH	FRONT FRAME LENGTH 725MM	95	-6
S	CROSSMEMBERS	BOC AND INTERMEDIATE(S) STEEL HD BACK-TO-BACK CHANNEL	0	0
	AUX CROSSM. IN REAR OVERHANG	STEEL SINGLE CHANNEL (1)	-13	51
S	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER	-8	49
S	REAR FRAME TREATMENT	WITHOUT TAPERED FRAME RAIL ENDS	0	0
S	FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL	0	0
S	CROSSMEMBER, BOGIE TYPE	BASIC SOLUTION TRUNNION BRACKET, STD HEIGHT	0	0
S	TOWING DEVICE, FRONT	HOOKS	0	0
S	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON LH TANK	0	0
S	FUEL TANK - LH	66 GALLON (250 L) 22" ALUMINUM, SLEEVED D-SHAPED	142	71
S	FUEL TANK - RH	W/O RH FUEL TANK	0	0
S	FUEL HOSES, LIQUID	BRAIDED HOSE	5	3
S	FUEL FILLER NECK OPTIONS	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP	0	0
	FUEL LINE OPTIONS, LIQUID	W/O FUEL LINE OPTION	0	0
S	CAB INSTEP VERSION	STANDARD 2 STEP CAB ACCESS	0	0
S	STEPS (BRIGHT) - FUEL TANK	STANDARD FINISH STEPS AND BRIGHT FINISH STRAPS	0	0

		WEIGHT (LB)		
AIR/BRAKE	DESCRIPTION	FRONT	REAR	
S	AIRTANK DRAIN VALVE	MANUAL (PETCOCK) DRAIN VALVES ON ALL TANKS	0	0
S	AIRTANK MATERIAL	STEEL AIR TANK PAINTED CHASSIS COLOR	0	0
S	RELOCATE AIR RESERVOIRS	W/O RELOCATED AIR TANKS	0	0
S	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM	0	0

# TECHNICAL SPECIFICATION *(cont.)*



ELECTRICAL	DESCRIPTION	WEIGHT (LB)	
		FRONT	REAR
	PARKING BRAKE LIGHTING	0	0
	BACK-UP ALARM	0	3
	DASH MOUNTED SWITCHES	0	0
S	ROOF & SIDE MARKER LIGHTS	0	0
S	HEADLAMP BULB TYPE	0	0
S	DAYTIME RUNNING LIGHTS	0	0
S	DRL OVERRIDE SPEED THRESHOLD	0	0
S	TAIL LAMPS	0	7

TRAILER CONNECTIONS	DESCRIPTION	WEIGHT (LB)	
		FRONT	REAR
S	TRAILER BRAKE VALVE	-6	0
S	TRAILER CONNECTORS HOLDER	3	0

PTO	DESCRIPTION	WEIGHT (LB)	
		FRONT	REAR
S	PTO - REAR MOUNTED	0	0
S	AMT/AUTOMATIC TRANS PTO FUNCT.	0	0
S	POWER TAKE OFF CONTROL	3	0
S	BODY BUILDER INTERFACE	5	5

SPECIALTY EQUIPMENT	DESCRIPTION	WEIGHT (LB)	
		FRONT	REAR
S	LANE SUPPORT SYSTEM (LSS)	0	0
S	DATA CAPTURE	0	0
S	CAMERA, SURVEILLANCE	0	0

CAB INTERIOR (A THRU G)	DESCRIPTION	WEIGHT (LB)	
		FRONT	REAR
S	SPEEDOMETER -& GAUGES - UNIT(S) OF MEASURE	0	0
	GAUGE - PACKAGE, SECONDARY	0	0
	GAUGE OIL TEMP-REAR AXLE	0	0
S	AIR CONDITIONING/HEATER	0	0
S	CUPHOLDER	0	0
S	DOME LAMP, INTERIOR	0	0
S	DASH INDICATOR - LAMP BODY OUT OF POS	0	0
	FIRE EXTINGUISHER	9	0
S	FLOOR COVERING	0	0

# TECHNICAL SPECIFICATION (cont.)



CAB INTERIOR (H THRU R)			WEIGHT (LB)	
			FRONT	REAR
S	INSTMNT CLUSTER LANGUAGE	DEFAULT: ENGLISH, SPANISH, FRENCH	0	0
S	KEY TYPES FOR DOORS	ALL CHASSIS KEYPED AT RANDOM	0	0
S	DOOR OPENING OPTIONS	W/O ELECTRONIC KEYLESS ENTRY	0	0
S	FORWARD OVERHEAD STORAGE	(2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS	0	0
S	AUDIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH	0	0
S	ANTENNA - RADIO	RADIO ANTENNA, CAB MOUNTED BEHIND LH DOOR	0	0
S	POWER LEADS	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE	0	0
S	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL	0	0
S	COM.RADIO PREP KIT (CB)	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE	0	0
	REFLECTOR KIT	EMERGENCY REFLECTOR KIT MOUNTED PARALLEL & CENTERED AGAINST BOC	12	5

CAB INTERIOR (S THRU Z)			WEIGHT (LB)	
			FRONT	REAR
S	INTERIOR TRIM LEVELS	COMFORT TRIM PACKAGE, STEEL GRAY (Package 11A)	0	0
S	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 1 CHAMBER AIR LUMBAR	71	16
	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - STEEL GREY VINYL	0	0
S	SEAT - PASSENGER'S	MACK-FIXED, HIGH BACK, W/ STORAGE BOX	40	9
	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - STEEL GREY VINYL	0	0
	SEAT ARMREST	INBOARD MOUNTED ARM REST, DRIVER'S & RIDER'S SEAT	5	3
S	SEAT BELT(S)	LAP & SHOULDER (BOTH SEATS) CAB MOUNTED SHOULDER BELT ADJUSTMENT	0	0
S	SEAT BELT REMINDER	SEAT BELT REMINDER IN INSTRUMENT, WITH AUDIO	0	0
S	IGNITION TYPE	KEY TYPE	0	0
	STEERING WHEEL	2 SPOKE URETHANE GRIP, GUNMETAL SPOKES, W/O SWITCHES	0	0
S	WINDSHIELD TYPE	TWO PIECE WINDSHIELD	0	0
S	CAB GLASS	TINTED WINDSHIELD & SIDE WINDOWS & REAR WINDOW (IF EQUIPPED)	0	0
S	WASHER RESERVOIR POSITION	W/O WINDSHIELD WASHER OPTION	0	0
S	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE	0	0

CAB EXTERIOR			WEIGHT (LB)	
			FRONT	REAR
S	HOOD LATCH TYPE & FINISH	STRAP TYPE HOOD LATCH WITH BLACK FINISH	0	0
S	EXTERIOR TRIM FINISH AND PACKAGES	GRANITE BRIGHT AIR INTAKE	0	0
S	GRILLE	BLACK FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED	0	0
S	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR	3	0
S	FRONT WHEEL OPENING	FENDER EXTENSIONS	5	0
S	GRAB HANDLES	PREMIUM BLACK EXTERIOR CAB GRAB HANDLE, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST	0	0
S	HORN - AIR	(1) MACK RECTANGULAR SINGLE TRUMPET	5	0
S	HORN - ELECTRICAL	DUAL TONE	5	0
	MIRRORS - EXTERIOR	AERO MIRROR - BODY COLOR, HEATED & MOTORIZED both sides, WIDE ANGLE both sides, W/O LAMPS	3	0

# TECHNICAL SPECIFICATION *(cont.)*



AERODYNAMIC DEVICES		DESCRIPTION	WEIGHT (LB)	
			FRONT	REAR
S	CAB AERODYNAMIC PACKAGES	WITHOUT CAB AERODYNAMIC DEVICES	0	0
S	FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS	0	0

WHEELS & TIRES		DESCRIPTION	WEIGHT (LB)	
			FRONT	REAR
	TIRES BRAND/TYPE - FRONT	315/80R22.5 L CONTINENTAL HAU3 WT (20000 lbs) (Total for QTY = 2)	327	0
	WHEELS - FRONT	22.5x9.00 ACCURIDE 29300x WHITE POWDER COAT STEEL, 7.00" OFFSET, 5 HAND HOLE (Total for QTY = 2)	217	0
	TIRES BRAND/TYPE - REAR	295/75R22.5 G BRIDGESTONE M726 ELA (22700 lbs) (DRIVE ONLY) (Total for QTY = 8)	0	1,006
	WHEELS - REAR	22.5x8.25 ACCURIDE ACCU-LITE 51487x WHITE POWDER COAT STEEL, 6.60" OFFSET, 5 HAND HOLE (Total for QTY = 8)	0	547
	TIRE INFLATION VALVE	VALVE STEM, ALLIGARD, W/ (MEYER V2B) FLOW THRU CAP	0	0
S	FRONT HUB/WHEEL TRIM	WITHOUT FRONT HUB/WHEEL TRIM	0	0
S	REAR HUB/WHEEL TRIM	WITHOUT REAR HUB/WHEEL TRIM (Total for QTY = 2)	0	0
S	WHEEL NUT & FINISH, FRONT	WHEEL NUT BASIC FINISH, FRONT	0	0
S	WHEEL NUT FINISH, REAR (CA)	WHEEL NUT BASIC FINISH, REAR	0	0

COMMUNICATION SYSTEMS		DESCRIPTION	WEIGHT (LB)	
			FRONT	REAR
	CO-PILOT - DISPLAY FEATURES ACCESS LEVEL	CO-PILOT DISPLAY, FULL DRIVER ACCESS	0	0
S	TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES	0	0

ENGINE ELECTRONICS		DESCRIPTION	WEIGHT (LB)	
			FRONT	REAR
S	OIL PRESSURE, ENGINE SHUTDOWN	OIL PRESSURE, ENGINE SHUTDOWN	0	0
S	COOLANT TEMP, ENGINE SHUTDOWN	COOLANT TEMP, ENGINE SHUTDOWN	0	0
S	ENGINE PROTECTION SYSTEM	ENGINE PROTECTION (SHUTDOWN)	0	0
	ENG FAN CNTL, A/C ON, TIME SET	ENG FAN CONTROL, A/C ON, TIME SETTING, 60 SEC	0	0
S	ENGINE IDLE CONTROL	IDLE CONTROL, 600 RPM	0	0
S	SMART IDLE ELEVATED IDLE RPM TIME	INCREASE 10 MINUTE MAXIMUM TIME	0	0
S	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED	0	0
S	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME	0	0
S	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY	0	0
S	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY	0	0
S	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE	0	0
S	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT	0	0
S	IDLE S/D OVERRIDE %ENGINE LOAD	IDLE SHUTDOWN OVERRIDE UPTO 20% ENGINE LOAD THRESHOLD	0	0
S	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)	0	0
S	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)	0	0
S	EL HD THROTTLE, MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH)	0	0
S	EL HAND THROTTLE, MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 1000 RPM	0	0
S	EL HAND THROTTLE, MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM	0	0



# TECHNICAL SPECIFICATION *(cont.)*



ENGINE ELECTRONICS		DESCRIPTION	WEIGHT (LB)	
			FRONT	REAR
S	EL HD THROTTLE,SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC	0	0

TRANSMISSION ELECTRONICS		DESCRIPTION	WEIGHT (LB)	
			FRONT	REAR
S	TRANSMISSION DRIVE MODE PACKAGES, mDRIVE	mDRIVE- ENHANCED CONSTRUCTION - ECON, PERF, & PERF+ DRIVE MODES, MANUAL RETURN (premium)	0	0
S	TRANSMISSION KICK-DOWN MODE	MACKCELLERATOR ENABLE	0	0
S	TRANSMISSION ELECTRONICS PACKAGE	W/O ELEC TRANS PACKAGE OPTION (all non-Allison transmissions)	0	0
	TRANSM AUTO NEUTRAL ON P-BRAKE	mDRIVE TRANSMISSION PARK BRAKE AUTO NEUTRAL	0	0
S	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	W/O ALLISON FUELSENSE 2.0 PROGRAMMING	0	0

VEHICLE ELECTRONICS		DESCRIPTION	WEIGHT (LB)	
			FRONT	REAR
S	ROAD SPEED LIMITER SETTING	105 KM/H ROAD SPEED LIMITER (65MPH)	0	0
S	PEDAL RSL SETTING	101 KM/H PEDAL ROAD SPEED LIMITER (63MPH)	0	0
S	CRUISE CONTROL	CRUISE CONTROL	0	0
S	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)	0	0
S	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)	0	0
S	CRUISE RESUME WITH CLUTCH	CRUISE RESUME WITH CLUTCH	0	0
S	ENG BRK ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED	0	0
	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 40KMH (25MPH)	0	0
	DIFF LOCK SPEED LIMIT	WITHOUT DIFFERENTIAL LOCK ROAD SPEED LIMIT	0	0
S	MAXIMUM ENG SPEED AT 0 MPH	1000 MAXIMUM ENGINE SPEED AT 0 MPH	0	0
S	DETECTION SPEED SENSR TMPRNG	DETECTION OF SPEED SENSOR TAMPERING, ENABLE	0	0
S	ENG TORQUE LIMIT,SPEED SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED	0	0
S	DRIVER ID FUNCTION	DRIVER ID FUNCTION, DISABLED	0	0
S	DR PERFORMANCE PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS	0	0
S	ENGINE OVERSPEED,ALL COND, LOG	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM	0	0
S	ENGINE OVERSPEED,FUELED, LOG	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM	0	0
S	VEHICLE OVERSPEED,ALL COND,LOG	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)	0	0
S	VEHICLE OVERSPEED, FUELED, LOG	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)	0	0
S	ENGINE IDLE DELAY TO LOG	ENGINE IDLE DELAY TO START LOG, 2 MIN	0	0
S	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH	0	0

PTO ELECTRONICS		DESCRIPTION	WEIGHT (LB)	
			FRONT	REAR
S	TRANS PTO1 SPLITTER RANGE	PTO1 FOR SPLITTER RANGE - KEYPAD REMOTE CONTROLLED	0	0
S	TRANS PTO2 SPLITTER RANGE	PTO2 FOR SPLITTER RANGE - KEYPAD REMOTE CONTROLLED	0	0
S	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM	0	0
S	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0
S	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC	0	0

**PRICELIST DATE**  
20230717

**QUOTATION**  
WE2023000086C645

**DATE**  
2/5/2024

**PAGE**  
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# TECHNICAL SPECIFICATION *(cont.)*



			WEIGHT (LB)	
PTO ELECTRONICS	DESCRIPTION		FRONT	REAR
S	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM	0	0
S	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0
S	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM	0	0
S	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM	0	0
S	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0
S	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC	0	0
S	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM	0	0
S	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0
S	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM	0	0

			WEIGHT (LB)	
PAINT	DESCRIPTION		FRONT	REAR
S	PAINT DESIGN	SINGLE COLOR	0	0
S	PAINT TYPE	SOLID PAINT	0	0
	PAINT COLOR - FIRST COLOR	FOREST GREEN; P3394	0	0
S	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR	0	0
S	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR	0	0
S	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT	0	0
S	CAB COLOR	SAME AS FIRST COLOR - CAB	0	0
S	HOOD COLOR	SAME AS FIRST COLOR - HOOD	0	0
	MIRROR COVER COLOR	SAME AS FIRST COLOR - MIRROR COVER	0	0
S	SLEEPER ROOF COLOR	WITHOUT SLEEPER ROOF COLOR	0	0
S	ROOF FAIRING COLOR	WITHOUT ROOF FAIRING	0	0
S	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE); P3036	0	0
S	BUMPER	PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR	0	0
S	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT	0	0
S	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR	0	0
S	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR	0	0

			WEIGHT (LB)	
CALCULATED CODES - KAX	DESCRIPTION		FRONT	REAR
S	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED	0	0
	AUTO ROUTING & CLIPPING, CENTER	AUTOMATIC ROUTING & CLIPPING PLACEMENT, CENTER SECTION	0	0

			WEIGHT (LB)	
BASE WARRANTY & PURCHASED COVERAGES	DESCRIPTION		FRONT	REAR
S	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION	0	0
S	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)	0	0
	EMISSION - SURCHARGE	EPA (only) for Mack MP7 / MP8 Diesel	0	0
S	ENGINE WARRANTY	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)	0	0

# TECHNICAL SPECIFICATION *(cont.)*



BASE WARRANTY & PURCHASED COVERAGES			WEIGHT (LB)	
			FRONT	REAR
S	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)	0	0
S	TRANSMISSION WARRANTY	36 MONTHS: STANDARD mDRIVE HD TRANSMISSIONS HEAVY DUTY WARRANTY	0	0
S	CARRIER & AXLE HOUSING WARRANTY	STANDARD MACK HEAVY DUTY COVERAGE 60 MONTHS / 500,000 (804,672 KM)	0	0
S	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE	0	0
S	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES	0	0
S	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)	0	0
S	GUARDDOG CONNECT BUNDLE	NO GUARDDOG CONNECT (ASIST & MACK ONECALL)	0	0

SERVICES			WEIGHT (LB)	
			FRONT	REAR
S	MACK INTEGRATED UPTIME	MACK INTEGRATED UPTIME - 24 MONTHS	0	0
	MACK CONNECT LOCATION & REPORTING	MACK CONNECT LOCATION & REPORTING - 24 MONTHS	0	0
S	FLEET INTEGRATION	WITHOUT FLEET INTEGRATION	0	0
S	PARTNERED SERVICES	NO PARTNERED SERVICES PROVIDED	0	0

**FRONT / REAR AXLE WEIGHTS (LB)**

9388

8993

**TOTAL WEIGHT (LB)**

18380



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Sub-Category	Sales Code	Sales Code Description	Value	UOM
Front Axle	240AA8	16500# (7500 KG) MACK FXL16.5 STRAIGHT SPINDLE/UNITIZED BEARINGS	16500	LB
Front Suspension	244AC0	MACK TAPERLEAF 16500# (7500 KG) GROUND LOAD RATING, EQUAL BIAS	16500	LB
Front Tires	9006B0	315/80R22.5 L CONTINENTAL HAU3 WT (20000 lbs)	20000	LB
Front Wheels	531221	22.5x9.00 ACCURIDE 29300x WHITE POWDER COAT STEEL,7.00" OFFSET, 5 HAND HOLE	20001	LB
Front GAWR			16500	LB
Rear Axle	268AA3	44000# (20000kg) MACK S440R FABRICATED STEEL HOUSING	44000	LB
Rear Suspension	1860I6	SS44 MACK CAMELBACK MULTILEAF 44,000 lb, HEAVY DUTY	44000	LB
Rear Tires	9013C1	295/75R22.5 G BRIDGESTONE M726 ELA (22700 lbs) (DRIVE ONLY)	45401	LB
Rear Wheels	3462J6	22.5x8.25 ACCURIDE ACCU-LITE 51487x WHITE POWDER COAT STEEL, 6.60" OFFSET, 5 HAND HOLE	59199	LB
Rear GAWR			44000	LB
Truck GVWR			60500	LB
Gross Combination Weight Rating			0	LB
Tax Value GVWR (USA FET Only)			60500	LB

# MACK®



Mack Trucks  
[www.macktrucks.com](http://www.macktrucks.com)

# Quote 122

## Special Fleet Service, Inc.

PO Box 990  
Harrisonburg, VA 22802  
[www.specialfleet.com](http://www.specialfleet.com)  
(540) 434-4488



Quote Date 02/05/2024

Worldwide Equipment  
Attn: Todd Bannister  
(304) 989-8108

Qty	Description
2	Buyers 18x18x48 1702310 Tool Box
1	Buyers 18x18x36 1702305 Tool Box
1	Buyers 14x16x30 1703303 Tool Box
1	Rugby pump
1	Hydraulic cylinders
1	Ramps
1	Steel for body
1	Xantrex Pro Watt SW1000 inverter
1	Electric
1	Hydraulic
1	Paint
1	Misc
1	2" Oak Rough Cut Flooring

**Total per unit**

**\$45,400.00**

### Terms & Conditions

Equipment to be installed on customer supplied chassis

NOTE: Due to current market conditions, all outsourced parts pricing is subject to change without notice. Proof of surcharge will be available upon request.

Quote is valid for 30 days.

Travis Sinnett  
General Manager  
Special Fleet Service, Inc.  
Office: (540)434-4488

SPECIAL FLEET SERVICE, INC. DISCLAIMS AND EXCLUDES ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE EQUIPMENT OR OTHER GOOD SOLD. SPECIAL FLEET SERVICE, INC. FURTHER DISCLAIMS LIABILITY FOR ANY AND ALL INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY.



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**

<b>Proc Folder:</b> 1365594			<b>Reason for Modification:</b>
<b>Doc Description:</b> WDOF - TWO FIRE DOZER TRANSPORTS WITH CUSTOM BEDS			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-01-25	2024-02-08 13:30	CRFQ 0305 FOR2400000006	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:** 5650 US Route 60 East


**City:** Huntington

**State:** WV **Country:** USA **Zip:** 25705

**Principal Contact:** Matt Cochran

**Vendor Contact Phone:** 304-208-2542 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Brandon L Barr  
 304-558-2652  
 brandon.l.barr@wv.gov

**Vendor Signature X**  **FEIN#** 45-1024981 **DATE** 02/07/2024

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division for the Agency, The WV Division of Forestry is soliciting bids from qualified vendors to establish a contract for the one-time purchase of two fire dozer transports with custom beds as described per the Specifications, Terms & Conditions, and bid requirements as attached.

INVOICE TO	SHIP TO
------------	---------

FORESTRY DIVISION OF 7 PLAYERS CLUB DRIVE DIVISION OF FORESTRY CHARLESTON WV US	FORESTRY DIVISION OF 1ST FLOOR 7 PLAYERS CLUB DR CHARLESTON WV US
---	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WVDOF - TWO FIRE DOZER TRANSPORTS WITH CUSTOM BEDS	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101917			

**Extended Description:**  
WVDOF - TWO FIRE DOZER TRANSPORTS WITH CUSTOM BEDS

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Vendor questions due by 02/01/2024 at 10:00am ET	2024-02-01



## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: February 1st, 2024 at 10:00am ET

Submit Questions to: Brandon Barr, Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: brandon.l.barr@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

**VENDOR NAME:**

**BUYER:** Brandon Barr, Buyer  
**SOLICITATION NO.:** CRFQ FOR2400000006  
**BID OPENING DATE:** February 1st, 2024  
**BID OPENING TIME:** 1:30pm ET  
**FAX NUMBER:** 304-558-3970

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** February 8th, 2024 at 1:30pm ET

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

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

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

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vtc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vtc/Venpref.pdf).

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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

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

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

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

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

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

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

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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



**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

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

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

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

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

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

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

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

**Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

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

Vendor must maintain:

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

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

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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

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

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

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

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

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

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

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

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

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

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

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

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

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

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

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.



**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**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) Todd Bannister, Truck Salesman

(Address) 406 Turnpike Industrial Road, Princeton, WV 24740

(Phone Number) / (Fax Number) cell 304-989-8108, fax 304-343-6959

(email address) todd.bannister@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, Regional Sales Manager 02/07/2024

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

304-208-2542 fax 304-343-6959

(Phone Number) (Fax Number)

matt.cochran@thetruckpeople.com

(Email Address)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ FOR2400000006**

**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 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

02/07/2024  
Date

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

**REQUEST FOR QUOTATION**  
**Two (2) Fire Dozer Transports with Custom Beds**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Forestry to establish a contract for the one-time purchase of Two (2) Fire Dozer Transports with Custom Beds.
  
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 “Contract Item”** means Fire Dizer Transport with Custom Bed as more fully described by these specifications.
  
  - 2.2 “Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  
  - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
  - 2.4 “hp”** means horsepower.
  
  - 2.5 “CDL”** means commercial driver’s license.
  
  - 2.6 “GVW”** means gross vehicle weight.
  
- 3. GENERAL REQUIREMENTS:**
  - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 Two (2) Class 8 Mack Granite 64FR or Equal**
      - 3.1.1.1** Fire Dozer Transport must have an engine with a minimum 350hp and 1250lbs-foot of torque and equipped with an engine compression brake.
  
      - 3.1.1.2** Must have an automatic transmission, due to Agency CDL restrictions.

**REQUEST FOR QUOTATION**  
**Two (2) Fire Dozer Transports with Custom Beds**

---

**3.1.1.3** Fire Dozer Transport must be capable of safely hauling and unloading a CAT D3 LGP Fire Dozer with a minimum GVW of 40,000lbs.

**3.1.2 Two (2) Custom Transport Beds for Two (2) Class 8 Vehicles**

**3.1.2.1** Bed must have a minimum length of 20 feet and be able to haul a CAT D3 LGP. The Dozer is 109 inches in height and weighs a minimum of 20,000 pounds.

**3.1.2.2** Should have a dovetail covered with 3/8-inch steel diamond plate.

**3.1.2.3** Bed must have a minimum 16 feet flat surface and 48-inch dovetail with a maximum width of 102 inches to avoid flag car requirement.

**3.1.2.4** Bed must have 2" Oak "Rough-Cut" flooring.

**3.1.2.5** Bed should have 6-inch steel I-Beam Main Beams

**3.1.2.6** Bed should have 4-inch Steel I-Beam Crossmembers on 12-inch centers.

**3.1.2.7** Bed should have 8-inch C-Channel Outer Rail.

**3.1.2.8** Three (3) Folding D-Rings per side on reinforced pad binder keepers under top flange of outer rail.

**3.1.2.9** Bulkhead should be Cab height with the bottom covered with smooth steel and top filled with expanded metal.

**3.1.2.10** Dovetail must be reinforced to truck frame.

**3.1.2.11** Grouser Bars must be on the incline of Dovetail.

**3.1.2.12** Must have two (2) heavy-duty folding access ramps on the rear of the bed with air assist lift cylinders.

**3.1.2.13** Should have two (2) Aluminum underbody toolboxes.

**REQUEST FOR QUOTATION**  
**Two (2) Fire Dozer Transports with Custom Beds**

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**4. CONTRACT AWARD:**

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

**4.2 Pricing Page:** Vendor should complete the Pricing Page by lump sum for each contract item. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**5. PAYMENT:**

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

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 60 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at: **WV Division of Forestry**  
**Attention: Jeremy Jones**  
**7 Players Club Drive**  
**Charleston, WV 25311**

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

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



**REQUEST FOR QUOTATION**  
**Two (2) Fire Dozer Transports with Custom Beds**

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- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7 VENDOR DEFAULT:**

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 7.1.2** Failure to comply with other specifications and requirements contained herein.
  - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
- 7.2.1** Immediate cancellation of the Contract.
  - 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

**REQUEST FOR QUOTATION**  
**Two (2) Fire Dozer Transports with Custom Beds**

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**7.2.3** Any other remedies available in law or equity.



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

<b>Proc Folder:</b> 1365594			<b>Reason for Modification:</b>
<b>Doc Description:</b> WVDOF - TWO FIRE DOZER TRANSPORTS WITH CUSTOM BEDS			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-01-25	2024-02-08 13:30	CRFQ 0305 FOR2400000006	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 :** 5650 US Route 60 East  
**City :** Huntington  
**State :** WV **Country :** USA **Zip :** 25705  
**Principal Contact :** Matt Cochran  
**Vendor Contact Phone:** 304-208-2542 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Brandon L Barr  
 304-558-2652  
 brandon.l.barr@wv.gov

**Vendor Signature X**  **FEIN#** 45-1024981 **DATE** 02/07/2024

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division for the Agency, The WV Division of Forestry is soliciting bids from qualified vendors to establish a contract for the one-time purchase of two fire dozer transports with custom beds as described per the Specifications, Terms & Conditions, and bid requirements as attached.

INVOICE TO		SHIP TO	
FORESTRY DIVISION OF 7 PLAYERS CLUB DRIVE DIVISION OF FORESTRY CHARLESTON US	WV	FORESTRY DIVISION OF 1ST FLOOR 7 PLAYERS CLUB DR CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WVDOF - TWO FIRE DOZER TRANSPORTS WITH CUSTOM BEDS	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101917			

**Extended Description:**  
WVDOF - TWO FIRE DOZER TRANSPORTS WITH CUSTOM BEDS

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor questions due by 02/01/2024 at 10:00am ET	2024-02-01

	Document Phase	Document Description	Page 3
FOR2400000006	Final	WVDOF - TWO FIRE DOZER TRANSPORTS WITH CUSTOM BEDS	

**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

**Proc Folder:** 1365594

**Doc Description:** WVDOF - TWO FIRE DOZER TRANSPORTS WITH CUSTOM BEDS

**Reason for Modification:**

Addendum 1 to answer vendor questions and extend bid opening date.

**Proc Type:** Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2024-02-05	2024-02-13 13:30	CRFQ 0305 FOR2400000006	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 :** 5650 US Route 60 East

**City :** Huntington

**State :** WV

**Country :** USA

**Zip :** 25705

**Principal Contact :** Matt Cochran

**Vendor Contact Phone:** 304-208-2542

**Extension:**

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**FEIN#** 45-1024981

**DATE** 02/07/2024

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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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FOR2400000006	Final	WVDOF - TWO FIRE DOZER TRANSPORTS WITH CUSTOM BEDS	

**ADDITIONAL TERMS AND CONDITIONS**

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State of West Virginia  
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<b>Proc Folder:</b> 1365594		<b>Reason for Modification:</b>	
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2024-02-05	2024-02-13 13:30	CRFQ 0305 FOR2400000006	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
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**FOR INFORMATION CONTACT THE BUYER**

Brandon L Barr  
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 brandon.l.barr@wv.gov

**Vendor Signature X**  **FEIN#** 45-1024981 **DATE** 02/07/2024

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division for the Agency, The WV Division of Forestry is soliciting bids from qualified vendors to establish a contract for the one-time purchase of two fire dozer transports with custom beds as described per the Specifications, Terms & Conditions, and bid requirements as attached.

**INVOICE TO****SHIP TO**

FORESTRY DIVISION OF  
7 PLAYERS CLUB DRIVE  
DIVISION OF FORESTRY  
CHARLESTON WV  
US

FORESTRY DIVISION OF  
1ST FLOOR  
7 PLAYERS CLUB DR  
CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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**Extended Description:**

WVDOF - TWO FIRE DOZER TRANSPORTS WITH CUSTOM BEDS

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor questions due by 02/01/2024 at 10:00am ET	2024-02-01

**SOLICITATION NUMBER: CRFQ FOR2400000006**  
**Addendum Number: 1**

---

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

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. To provide answers to vendor questions.
2. To extend the bid opening date to 02/13/2024 at 1:30pm ET

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

**Terms and Conditions:**

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

# ATTACHMENT A

**CRFQ FOR2400000006**

**TWO (2) FIRE DOZER TRANSPORTS W/CUSTOM BEDS**

- 1. 3.1.2.2 Is a hydraulic folding tail with diamond plate acceptable ILO the dovetail?**  
**A.1 No this is not acceptable.**
- 2. 3.1.2.3 Is a hydraulic folding tail acceptable ILO the 48-inch dovetail?**  
**A.2 No this is not acceptable.**
- 3. 3.1.2.4 Is Apitong Hard Wood ILO Oak "Rough-Cut" flooring acceptable?**  
**A.3 Yes this is acceptable.**
- 4. 3.1.2.5 Is a 7" Steel I-Beam acceptable ILO 6"?**  
**A.4 Yes this is acceptable.**
- 5. 3.1.2.6 Are Junior I-Beams on 8" centers acceptable ILO 12" centers?**  
**A.5 No this is not acceptable.**
- 6. 3.1.2.7 Is a 7" Outer Rail acceptable ILO 8" C-Channel?**  
**A.6 No this is not acceptable.**
- 7. 3.1.2.9 Is a window steel screen acceptable ILO expanded metal?**  
**A.7 Yes this is acceptable as long as you can see the cargo.**
- 8. 3.1.2.10 Is a hydraulic folding tail acceptable ILO dovetail?**  
**A.8 No this is not acceptable.**
- 9. 3.1.2.12 Is a hydraulic folding tail acceptable ILO air cylinders?**  
**A.9 No this is not acceptable.**
- 10. 6.1 Is a 320 working days to delivery date acceptable ILO 60 days?**  
**A.10 No this is not acceptable.**
- 11. 3.1.2.4 Is a Steel Deck with full length Grouser Bars ILO Oak "Rough-Cut" flooring acceptable?**  
**A.11 No this is not acceptable.**

**CRFQ FOR2400000006**

**TWO (2) FIRE DOZER TRANSPORTS W/CUSTOM BEDS**

**12. 3.1.2.5 Is a 7" Steel I-Beam acceptable ILO 6"?**

**A.12 Yes this is acceptable.**

**13. 3.1.2.7 Is a 7" Outer Rail acceptable ILO 8" C-Channel?**

**A.13 No this is not acceptable.**

**14. 3.1.2.9 Is a window steel screen acceptable ILO expanded metal?**

**A.14 Yes this is acceptable as long as you can see the cargo.**

**15. 3.1.2.12 Is a single air operated folding access ramp acceptable ILO two?**

**A.15 No this is not acceptable.**

**16. 6.1 Is a 320 working days to delivery date acceptable ILO 60 days?**

**A.16 No this is not acceptable.**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ FOR24\*06**

**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 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

02/07/2024 \_\_\_\_\_

Date

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



# CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)

09/22/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Shepherd Insurance, LLC. 111 Congressional Boulevard Suite 200 Carmel IN 46032		<b>CONTACT NAME:</b> Certificate Processing Department <b>PHONE (A/C, No, Ext):</b> (317)846-5554 <b>E-MAIL ADDRESS:</b> certs@shepherdins.com		<b>FAX (A/C, No):</b> (317)846-5444
<b>INSURED</b> Worldwide Equipment Enterprises, Inc. 6614 Wilbanks Road Knoxville TN 37912		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Arch Insurance Group		11150
		<b>INSURER B:</b> Starstone National Insurance		44776
		<b>INSURER C:</b> Fortegra Specialty Insurance		16823
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

COVERAGES PROD / CUSTOMER ID: 00043943

CERTIFICATE #: CL2392207543

REVISION #:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS			ZACAT9297901	10/01/2023	10/01/2024	AUTO ONLY (Ea accident) \$ 1,000,000 OTHER THAN AUTO ONLY EA ACCIDENT \$ 1,000,000 AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> GARAGE KEEPERS LIABILITY <input type="checkbox"/> LEGAL LIABILITY DIRECT BASIS <input checked="" type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS			ZACAT9297901	10/01/2023	10/01/2024	COMP / OTC SPECIFIED PERILS LOC \$ 1,000,000 COLLISION LOC \$ 1,000,000 LOC \$
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZACAT9297901	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			80894S230ALI	05/15/2023	05/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below Y/N N/A			ZAWC19755301	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			EGL1000099-00	05/15/2023	05/15/2024	EA. OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automatic additional insured status as agreed per written contract or written agreement for covered autos liability per form CA2048 10/13. Automatic additional insured status when agreed in writing in a contract or agreement for general liability "your operations" (including ongoing and completed ops liability/worked you performed) per form 00ML020700 11/03. Insurance is on a primary and noncontributory basis for general/auto liability per form 00CA014300 10/13. A waiver of subrogation for general/auto liability is automatic as agreed per written contract or written agreement per form CA0444

## CERTIFICATE HOLDER

## CANCELLATION

State of West Virginia  
1900 Kanawha Blvd E.  
Building 5  
Charleston WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00043943

LOC #: \_\_\_\_\_

# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY Shepherd Insurance, LLC.		NAMED INSURED Worldwide Equipment	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 30      **FORM TITLE:** Certificate of Garage Insurance: Remarks

10/13. A waiver of subrogation as agreed per written contract or written agreement is included on the Workers Compensation per form WC000313 04/84.  
 All in accordance with the policy terms, conditions and exclusions.