



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

State of West Virginia  
 Request for Quotation  
 13 - Equipment

Proc Folder: 107308

Doc Description: DNR, three (3) two-ton trucks with dump beds

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-01-06	2016-02-17 13:30:00	CRFQ 0310 DNR1600000022	1

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

Vendor Name, Address and Telephone Number:

Heritage Intl Trucks, Inc.  
 408 New Goff Mtn Rd.  
 Cross Lanes, WV 25313

02/16/16 13:25:50  
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

Signature X FEIN # DATE

Offers subject to all terms and conditions contained in this solicitation

DNR160000022	<b>Document Phase</b> Draft	<b>Document Description</b> DNR, three (3) two-ton trucks with dump beds	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

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

Question Submission Deadline: 02/04/2016 at 10:00 AM. EST.

Submit Questions to:  
2019 Washington Street, East  
Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email:

Guy Nisbet

Guy.L.Nisbet@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.

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.

**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

## GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

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

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

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

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

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

**6. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

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

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

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



The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

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

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

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

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

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

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

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**12. ACCEPTANCE:** 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. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

**16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

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

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

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

**20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

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

**22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). 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.

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

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

**25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

**28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

**30. 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.

**31. 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

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

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

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

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

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

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



REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources, Wildlife Section  
Three (3) Two-Ton Truck Cab and Chassis with Dump Beds

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Wildlife Resources Section, Cold Water Fish Management to establish a contract for the One-Time purchase of Three (3) Two-Ton Truck Cabs and Chassis with Dump 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 Two-Ton Truck Cabs and Chassis with Dump Beds 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 **“GVWR”** means Gross Vehicle Weight Rating.
  - 2.5 **“CFM”** means Cubic Feet Minute.
  - 2.6 **“PTO”** means Power Take Off.
  - 2.7 **“DEF”** means Diesel Exhaust Fluid.
  - 2.8 **“LED”** means Light Emitting Diode.
  - 2.9 **“psi”** means pounds per square inch.
  - 2.10 **“EPA”** means Environmental Protection Agency
  - 2.11 **“RPM”** means Revolutions per Minute.

**REQUEST FOR QUOTATION**  
**West Virginia Division of Natural Resources, Wildlife Section**  
**Three (3) Two-Ton Truck Cab and Chassis with Dump Beds**

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**3. GENERAL REQUIREMENTS:**

**3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

**3.1.1 Trucks - Cab and Chassis with Flat Dump Beds:**

**3.1.1.1 Truck Cab and Chassis:**

✓ **3.1.1.1.1** Truck Cab and Chassis must have a minimum Gross Vehicle Weight Rating "GVWR" of 35,000 lbs. or more.

**3.1.1.2 Frame – the following mandatory requirement are related to the truck cab and chassis frame:**

✓ **3.1.1.2.1** The steel used to construct the frame must have a minimum of 120,000 psi yield strength, not to exceed 180,000 psi. Vendor must provide certification at delivery.

✓ **3.1.1.2.2** Cab to Axle: Minimum 131", Maximum: 133" to accommodate a 16' body with an 8" back of cab to front of body clearance.

✓ **3.1.1.2.3** Bumper must include (2) Front Tow Hooks that must be frame mounted.

✓ **3.1.1.2.4** Clear frame from back of cab on left and right side to rear axles preferred; however, a maximum 36" protrusion beyond the cab on the left side for fuel and DEF tanks if needed is acceptable, and a 2.5" protrusion right side to allow for the vertical exhaust.

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**Three (3) Two-Ton Truck Cab and Chassis with Dump Beds**

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**3.1.1.3 Cab – the following are mandatory requirements related to the cab.**

- ✓ 3.1.1.3.1 Cab must contain an ambient temperature display to monitor outside temperature.
- ✓ 3.1.1.3.2 Cab must contain a tilt hood and fenders.
- ✓ 3.1.1.3.3 Cab must contain inner fender panels to protect from material/debris entering the engine compartment.
- ✓ 3.1.1.3.4 Cab must contain a tilt steering column and a cruise control.
- ✓ 3.1.1.3.5 Driver and Passenger seats must be bucket style with high back design with headrest.
- ✓ 3.1.1.3.6 Driver and Passenger seats must be air ride equipped.
- ✓ 3.1.1.3.7 Driver and Passenger seats must provide air lumbar, hip / back /side bolsters.
- ✓ 3.1.1.3.8 Driver and Passenger seats must be covered with cloth, “Mordura” or Equal, meaning stain-resistant, surface cleanable, polyester/nylon material that has examples of use in heavy duty truck seating.
- ✓ 3.1.1.3.9 Floor mats must be made of rubber material with non-absorbent backing and be placed on the driver and passenger sides.
- ✓ 3.1.1.3.10 Cab must include a fresh air type heater and defroster.
- ✓ 3.1.1.3.11 Cab must include windshield wipers and washers that contain an intermittent feature.

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West Virginia Division of Natural Resources, Wildlife Section  
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- ✓ 3.1.1.4 Instruments – the following instruments must be contained in the truck cab and chassis:
  - ✓ 3.1.1.4.1 Must include a speedometer with Odometer.
  - ✓ 3.1.1.4.2 Must include a brake system air pressure gauge.
  - ✓ 3.1.1.4.3 Must include a dash mounted engine air filter restriction indicator.
  - ✓ 3.1.1.4.4 Must include a fuel gauge with low fuel warning indicator.
  - ✓ 3.1.1.4.5 Must include an engine oil pressure gauge and low oil warning indicator.
  - ✓ 3.1.1.4.6 Must include an engine temperature gauge and high temperature warning indicator.
  - ✓ 3.1.1.4.7 Must include a low engine coolant indicator
  - ✓ 3.1.1.4.8 Must include brake system low air pressure warning at 60 PSI.
  - ✓ 3.1.1.4.9 Must include transmission temperature gauge and high temperature warning indicator.
  - ✓ 3.1.1.4.10 Must include a voltmeter or ammeter.
  - ✓ 3.1.1.4.11 Must include an engine RPM Tachometer.
  - ✓ 3.1.1.4.12 Must include an engine hour meter – regulated by engine operation and not by key switch or ignition control.

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**Three (3) Two-Ton Truck Cab and Chassis with Dump Beds**

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**3.1.1.5 Accessories – The following accessories must be included with the truck cab and chassis.**

- ✓ 3.1.1.5.1 Air Horn(s) – if cab mounted or exposed to external elements, air horn(s) must have snow shield(s) and must be positioned in such a manner as to allow adequate clearance.
- ✓ 3.1.1.5.2 Must include a reverse warning alarm.
- ✓ 3.1.1.5.3 Must include a minimum of two dash mounted 12-volt auxiliary plug.
- ✓ 3.1.1.5.4 The cab must include rear view mirrors that are:
  - a. Dual Heated.
  - b. Manufacturer's standard rectangular mirrors with convex or spot mirror mounted in or under standard mirror. Standard rectangular mirrors to be power adjustable with heated heads. Convex or spot mirrors can be manual adjust.
  - c. Fore and aft breakaway.
  - d. Corrosive resistant with housing and mounting brackets finish equal to that of stainless steel, powder coat, aluminum or molded plastic.
- ✓ 3.1.1.5.5 Cab shall have grab handle(s) including:
  - a. Both internal and external cab, which will be installed on driver's side, and internal cab handle, which will be installed on the passenger side, shall be mounted at the rear of each door opening.
  - b. On the cab exterior located on the driver side. This handle shall contain a non-slip insert for bed inspection.

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- ✓ 3.1.1.5.6 Cab must have the manufacturer's standard tinted safety glass installed throughout the front, sides, and rear.
  - ✓ 3.1.1.5.7 Cab must have dual power windows and power door locks.
  - ✓ 3.1.1.5.8 Cab must have the manufacturer's AM/FM/CD/MP3 stereo with USB connection and Bluetooth feature.
  - ✓ 3.1.1.5.9 Cab must include fresh air type air conditioning.
  - ✓ 3.1.1.5.10 Mud flaps shall be provided and installed on the cab behind the left and right front tires.
  - ✓ 3.1.1.5.11 Auxiliary driving/fog lights must be mounted in the bumper.
  - ✓ 3.1.1.5.12 Cab must contain an emergency triangle warning kit and wrench to fit front and rear lug nuts.
- 3.1.1.6 Engine – the truck cab and chassis must have a turbo charged diesel engine that includes the following:**
- ✓ 3.1.1.6.1 Must have a minimum rating of 315 horsepower, Minimum 960 ft. lb. torque.
  - ✓ 3.1.1.6.2 Must have fuel heater/water separator, which may be mounted inside engine compartment or be mounted inside frame if mounted behind cab.
  - ✓ 3.1.1.6.4 Must have a minimum 1000 watt/115v engine block heater. The block heater plug must have a weather proof spring loaded cap.

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- 3.1.1.6.5** Must have a minimum of a 2-stage engine compression brake with switch. Must be able to switch between stages and have an off position. **Engine exhaust brake not acceptable.**
- 3.1.1.6.6** Must have a single, cab mounted, vertical exhaust pipe with a turned out tail pipe with less than 2.5 inch protrusion behind cab, as short as possible above cab.
- 3.1.1.7 Cooling System** – the following mandatory requirements are related to the cooling system which will be provided with the truck cab and chassis.
- 3.1.1.7.1** The cooling system must be filled permanent type extended life coolant. The coolant used must be rated at -34° or lower.
- 3.1.1.8 Fuel Tank** – the truck cab and chassis must have a fuel tank that will:
- 3.1.1.8.1** Minimum of seventy (70) gallon non-polished aluminum fuel tank on the left side under cab, while maintaining no more than a 36" protrusion beyond back of cab.
- 3.1.1.8.2** Fuel tank must be mounted under cab on left side. Maximum 36" protrusion from back of cab on left side permitted to meet EPA guide lines, providing right side is clear, except for possible 2.5" protrusion to allow for vertical exhaust.
- 3.1.1.9 Drive Train** – the truck cab and chassis must have a drive train that will:
- 3.1.1.9.1** Must have an automatic, minimum 6-speed transmission with a performance setting which is specific for mountainous driving. Transmission must be filled with synthetic oil and have a minimum 5 year warranty against transmission failure.

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- ✓ 3.1.1.9.2 Must have provision for PTO (Power Take Off).
- ✓ 3.1.1.9.3 Must have PTO electric shift with control panel mounted on dash.
- ✓ 3.1.1.9.4 Must have front axle with a minimum load capacity of 13,000 lbs.
- ✓ 3.1.1.9.5 Must have taper leaf springs with a minimum capacity of 13,000 lbs.
- ✓ 3.1.1.9.6 Must have shock absorbers on front and rear axles.
- ✓ 3.1.1.9.7 Must have power steering.
- ✓ 3.1.1.9.8 Must have rear axle single reduction with a minimum load capacity of 23,000 lbs.
- ✓ 3.1.1.9.9 Must have 4,500 lb. auxiliary springs on rear axle.
- 3.1.1.9.10 Must have a gear ratio between 4.10:1 – 4.20:1.
- ✓ 3.1.1.9.11 Must have axle with driver controlled differential lock with dash mounted switch.
- ✓ 3.1.1.9.12 Must have “splice-free” circuit interface capability with a connection plug provided. Circuit interface shall be located at rear of frame to provide the third party body “builder” the ability to connect seamlessly to the stop, tail and marker light circuits. The ignition controlled auxiliary feed must be grounded to insure chassis wiring integrity.
- ✓ 3.1.1.9.13 Must have air anti-lock drum brakes with air compressor with a minimum rating of 13.2 CFM.



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- ✓ 3.1.1.9.14 Must have air-dryer with heater and moisture ejector system, with automatic drains on air tanks.
  - ✓ 3.1.1.9.15 Must have low air pressure warning light and buzzer for brakes.
  - ✓ 3.1.1.9.16 Must have automatic slack adjuster on front and rear brakes. (refer to 3.1.1.9.13)
- 3.1.1.10 Tires and Wheels – the following are mandatory requirements related to the truck cab and chassis tires and wheels.**
- ✓ 3.1.1.10.1 Must be steel disc 5-handhold 22.5" painted steel shells. Spare wheel should match.
  - ✓ 3.1.1.10.2 Front tires must be 11R22.5 (Minimum load range H); Radial Tubeless Highway Tread.
  - ✓ 3.1.1.10.3 Rear tires must be 11R22.5 (Minimum load range H); Radial Tubeless Mud and Snow tread.
  - ✓ 3.1.1.10.4 Spare tire tread to be same as front tire tread.
- 3.1.1.11 Electrical System – the truck cab and chassis must have an electrical system that will:**
- ✓ 3.1.1.11.1 Must have a 12 volt negative ground system.
  - ✓ 3.1.1.11.2 Must have a minimum of three (3) 12-volt batteries with a minimum 1850 cold crank amps.
  - ✓ 3.1.1.11.3 Must have a 12 volt alternator with minimum output of 185 amps.

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✓ 3.1.1.11.4 Must have LED or incandescent headlamps.

✓ 3.1.1.11.5 Must have LED or incandescent stop, turn and tail lights.

**3.1.1.12 Paint:**

✓ 3.1.1.12.1 Must be dark green or Forest Green, confirm correct color prior to ordering vehicle with Jim Hedrick, Hatchery Program Manager.

**3.1.1.13 Flat Dump Bed** – the following are mandatory requirement related to flat dump bed.

3.1.1.13.1 Flat steel platform type with a minimum 15-ton single cylinder hydraulic scissor hoist.

3.1.1.13.2 Electric shift PTO control to be mounted on dash of cab.

3.1.1.13.3 Must have a hoist pump control lever, cable type not acceptable, must be mounted as close to the back of the cab as possible, in an easily accessible location to the outside rear of cab on driver's side. The hydraulic reservoir is to be mounted inside of frame if possible, but mounting on driver's side outside of frame is acceptable.

3.1.1.13.4 Platform must be 16 feet minimum – 16' 3" maximum long by 8' wide, constructed of 3/16" or 10 gauge smooth steel to be welded to bed sills. Cross members shall extend to and be welded to side rails except where cross member may interfere with wheel clearance. Bed cross-members to be 4" minimum – 6" maximum, 11 gauge steel channel on 12 inch centers and welded to bed sills. Front and rear cross-members and every

**REQUEST FOR QUOTATION**  
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cross-member in between to be braced to bed sill with ¼" steel plates, triangular in shape with 6" minimum – 8" maximum edges.

**3.1.1.13.5** Side rails and ends to be 5.5" minimum – 6" maximum high and to be 12 gauge metal. Bed sills to be 6.5" minimum – 7.5" maximum construction channel, sufficient height to allow enough clearance for use of tire chains on a fully loaded truck.

**3.1.1.13.6** Bed must be mounted 8" from rear of cab. Bed must have LED clearance and marker lights.

**3.1.113.7** A minimum of a Three (3) year 36,000 mile warranty and service policy to be included and shall be honored by all the manufacturer's authorized dealers.

**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 submitting a unit price for the complete contract item that includes all pricing for the mandatory requirements listed in section 3.1 and multiplying by the quantity by three (3) and list the extended cost which is the total bid amount plus shipping charges. Vendor should complete the Exhibit "A" 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.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form

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with their pricing information and include it as an attachment to their online response.

If unable to respond online Vendor must submit the Exhibit "A" Pricing Page in their entirety with your bid prior to the scheduled bid opening date and time.

Vendor must identify "or Equal" Brand and Model of equipment being submitted for bid with their submitted bid response. Vendor should provide equipment brochures with their submitted bid noting equipment being submitted for bid with their submitted bid response. This information will be required before award of contract.

**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 one hundred and twenty (120) calendar days after receiving a purchase order. Contract Items must be delivered to Agency at Surplus Properties, 2700 Charles Avenue, Dunbar, WV 25064.

The Vendor must receive prior approval from Surplus Property to deliver vehicles. The delivery request must be made at least five (5) working days in advance. Surplus Property will accept a maximum amount of twenty (20) vehicles per day and no deliveries will be accepted after 3:30 PM. EST.

Surplus Property Contact:  
Doug Elkins  
304.768.2626 (phone)  
304.766.2631 (fax)

**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.

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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.

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- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

**Exhibit "A" PRICING PAGE**  
**West Virginia Division of Natural Resources, Wildlife Section**  
**Three (3) Two-Ton Truck Cab and Chassis with Dump Beds**

Item No.	Description	Manufacturer and Model	Qty.	Unit Price	Extended Price
1	Two Ton Truck Cab and Chassis with flat Dump Beds, complete contract item including all mandatory requirements listed in Section 3.1.	WV. TRACTOR Co. Knapheiss 13,500.- 2017 4400 INTL 75,937.84	3	89,437.84	268,313.52
TOTAL BID AMOUNT (Includes Shipping Costs)					268,313.52

\*If bidding "or equal" brands, vendor should include manufacturer's literature documenting it meets the mandatory requirements stated in the specifications with vendor's submitted bid response. This documentation will be required before award of contract.

Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the RFQ.

WV-10  
Approved / Revised  
12/16/15

# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

4.  **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7.  **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Heritage INTL                      Signed: [Signature]  
Date: 2-16-16                              Title: SALC Manager

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Heritage TMTL

Authorized Signature: [Signature] Date: 2-16-16

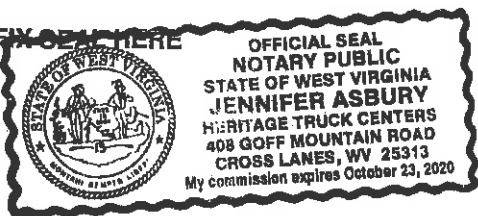
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 16<sup>th</sup> day of February, 2016

My Commission expires 10/23/2020, 2020

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 08/01/2015)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: 1600000032

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)

Addendum No. 1

Addendum No. 6

Addendum No. 2

Addendum No. 7

Addendum No. 3

Addendum No. 8

Addendum No. 4

Addendum No. 9

Addendum No. 5

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.

Heritag = IATC  
Company

*[Signature]*  
Authorized Signature

7-16-16  
Date

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

**CERTIFICATION AND SIGNATURE PAGE**

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

Heritage INTL  
(Company)

 GARY DENNIS, State Manager  
(Authorized Signature) (Representative Name, Title)

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

## ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: DNR1600000022

**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 | [ ] Addendum No. 6  |
| <input checked="" type="checkbox"/> ] Addendum No. 2 | [ ] Addendum No. 7  |
| [ ] Addendum No. 3                                   | [ ] Addendum No. 8  |
| [ ] Addendum No. 4                                   | [ ] Addendum No. 9  |
| [ ] Addendum No. 5                                   | [ ] 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.

Heritage INTC  
Company

[Signature]  
Authorized Signature

2-15-16  
Date

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

**Prepared For:**  
 WV Division of Natural Resources  
 Frank Whittaker  
 2700 Charles Ave.  
 Dunbar, WV 25064-2236  
 (304)558 - 2402  
 Reference ID: N/A

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

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

**Model Profile**  
**2017 4400 SBA 4X2 (MA035)**

<b>APPLICATION:</b>	Flat Dump
<b>MISSION:</b>	Requested GVWR: 35000. Calc. GVWR: 36000 Calc. Start / Grade Ability: 42.59% / 2.95% @ 55 MPH Calc. Geared Speed: 76.9 MPH
<b>DIMENSION:</b>	Wheelbase: 199.00, CA: 131.90, Axle to Frame: 77.00
<b>ENGINE, DIESEL:</b>	{Navistar N9} EPA 2010, SCR, 315 HP @ 2000 RPM, 950 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 315 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-13-143A} Wide Track, I-Beam Type, 13,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential Gear Ratio: 5.38
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(3) 11R22.5 ECO PLUS HS3 (CONTINENTAL) 495 rev/mile, load range H, 16 ply
<b>TIRE, REAR:</b>	(4) 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range H, 16 ply
<b>SUSPENSION, RR, SPRING, SINGLE:</b>	Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
<b>PAINT:</b>	Cab schematic 100GA Location 1: 5F79, Forest Green Metallic (Prem) Chassis schematic N/A

**Description**

Base Chassis, Model 4400 SBA 4X2 with 199.00 Wheelbase, 131.90 CA, and 77.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 420.0" (10668mm) Maximum OAL

BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness

WHEELBASE RANGE 199" (505cm) Through and Including 254" (645cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-13-143A} Wide Track, I-Beam Type, 13,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 13,000-lb Capacity; With Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)

AIR DRYER {Bendix AD-IP} With Heater

BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake

BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers

SLACK ADJUSTERS, FRONT {Haldex} Automatic

SLACK ADJUSTERS, REAR {Haldex} Automatic

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity

AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel

DRAIN VALVE Automatic, With (3) Pull Chains, for Air Tanks

STEERING COLUMN Tilting

STEERING WHEEL 2-Spoke, 18" Diam., Black

STEERING GEAR {Sheppard HD94} Power

EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

ENGINE COMPRESSION BRAKE for Navistar N9/10 I6 Engines; Electronically Activated

TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust

SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, ON/OFF Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in ON Position

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

POWER SOURCE Cigar Type Receptacle without Plug and Cord

ALTERNATOR {Leece-Neville AVI160P2012} Brush Type; 12 Volt 190 Amp. Capacity, Pad Mount, With Remote Sense

BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {International} Maintenance-Free, (2) 12-Volt 1850CCA Total

RADIO AM/FM/CD/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers

**Description**

BACK-UP ALARM Electric, 102 dBA

HORN, ELECTRIC Disc Style

POWER SOURCE, TERMINAL TYPE 2-Post

HORN, AIR Black, Single Trumpet, Air Solenoid Operated

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

FOG LIGHTS (2) Clear, Oval, With H355W Halogen Bulb

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL With Audible Alarm

HEADLIGHTS Halogen; Composite Aero Design for Two Light System

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses

SWITCH, AUXILIARY Switch 40 amp Circuit for Customer Use; Includes Wiring Connection at PDC and Control in Cab

TURN SIGNALS, FRONT LED, Includes LED Side Marker Lights, Mounted on Fender

GRILLE Chrome

INSULATION, UNDER HOOD for Sound Abatement

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tilting, Fiberglass, With Three Piece Construction

PAINT SCHEMATIC, PT-1 Single Color, Design 100

TOOL KIT Rim Wrench and Handle Only

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

PAINT CLASS Premium Color

VEHICLE REGISTRATION IDENTITY ID for 49 States, Excluding California

SAFETY TRIANGLES

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE {Phillips} 120 Volt/1250 Watt

ENGINE, DIESEL {Navistar N9} EPA 2010, SCR, 315 HP @ 2000 RPM, 950 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 315 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed

RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 1045 SqIn Louvered, With 373 SqIn CAC, With In Tank Oil Cooler

FEDERAL EMISSIONS {Navistar N9 & N10} EPA, OBD and GHG Certified for Calendar Year 2016

AIR CLEANER With Service Protection Element

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce and Navistar post 2007 Emissions Electronic Engines

**Description**

EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations

TRANSMISSION, AUTOMATIC {Allison 3500\_RDS\_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.

TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction

SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming

PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring

AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential. Gear Ratio: 5.38

SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring

SHOCK ABSORBERS, REAR (2)

FUEL/WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor

FUEL TANK Top Draw; D-Style, Non-Polished Aluminum, 19" Deep, 70 U.S. Gal., 265 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab

DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional

GRAB HANDLE, CAB INTERIOR (2) Safety Yellow

GAUGE CLUSTER English With English Electronic Speedometer

GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster

GAUGE, OIL TEMP, AUTO TRANS , for Allison Transmission

GAUGE, AIR APPLICATION

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel

AMMETER 150 Amp

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

GAUGE, DEF FLUID LEVEL

SEAT, DRIVER {National 2000 195} Air Suspension, High Back With Integral Headrest, Cloth, Isolator, 3 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust, Cushion and Back Bolsters

SEAT, PASSENGER {National 2000 195} Air-Suspension, High Back With Integral Headrest, Cloth, Isolator, 3 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Angle Adjustment, Cushion and Back Bolsters

GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar

MIRRORS (2) {Lang Mekra} Rectangular, Power Both Sides, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing

SEAT BELT All Red; 1 to 3

AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster

INSTRUMENT PANEL Center Section, Flat Panel

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature



**Description**

HVAC FRESH AIR FILTER

STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB INTERIOR TRIM Deluxe

CAB REAR SUSPENSION Air Bag Type

WHEEL, SPARE, DISC {Maxion 90541} 22.5"x8.25" Rim, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub Piloted, Flanged Nut, Metric Mount

WHEELS, FRONT {Maxion 90541} DISC; 22.5"x8.25" Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub Piloted, Flanged Nut, Metric Mount, with Steel Hubs

WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5"x8.25" Rims, Painted Steel, 2 Hand Hole, 10-Stud, 285.75mm BC, Hub Piloted, Flanged Nut, Metric Mount, with Steel Hubs

TIRE, SPARE Equal to Model Standard

PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; With Vendor Applied White Powder Coat Paint

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; With Vendor Applied White Powder Coat Paint

(4) TIRE, REAR 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range H, 16 ply

(3) TIRE, FRONT 11R22.5 ECO PLUS HS3 (CONTINENTAL) 495 rev/mile, load range H, 16 ply

**Services Section:**

WARRANTY Standard for Durastar 1000/4000 Series, Effective with Vehicles Built January 2, 2015 or Later, CTS-2475P

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$75,937.84

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

**Approved by Seller:**

**Accepted by Purchaser:**

*Sales Manager*  
 \_\_\_\_\_  
 Official Title and Date

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

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

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

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

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

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

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

## Gary Dennis

---

**From:** Gary Grady <wvtractor@msn.com>  
**Sent:** Monday, February 15, 2016 3:31 PM  
**To:** gdennis@heritagetrks.com  
**Subject:** DNR16\*22 (3) Flat Bed Dumps  
**Attachments:** Knapheide Value Master 96.pdf

Following is our proposal for the (3) flatbed dump beds for the WVDNR bid scheduled for 2/17/16:

(3) Knapheide PVMXS-163C 16'3"L X 96"W flat bed for 132" trucks with 10 gauge hiten smooth steel floor, 7" structural channel long sills, 5 3/8" formed steel cross members on 12" centers, 6" formed hiten steel channel full perimeter of body, ICC bumper, rear mud flaps, mud guards, back-up alarm, LED marker lights Knapheide KH1520L single cylinder scissors style underbody scissors hoist rated 16.6 tons at 45 degree dump angle with rear hinge assembly, safety prop, body up warning light, and all mounting hardware Electric shift PTO, direct mount pump, hydraulic tank and oil, hoses and fittings, and body painted black Installed on your compatible 132" CA cab and chassis 8" behind cab, and test operated.  
We meet and/or exceed all WVDNR specs.  
You drop ship trucks to Somerset, PA and we return completed dump bed trucks to Charleston area

**PRICE:** F.O.B. Charleston or Dunbar...\$13,500 EA...\$40,500

**Availability:** About 60 days after receipt of trucks

Gary Grady  
West Virginia Tractor Company  
304-346-5301



## 96 SERIES PLATFORMS VALUE-MASTER-X™ PLATFORMS

Painted Black

Actual Length	Actual Width	Pine Wood Floor			Smooth Steel Floor			Treadplate Floor		
		Model	Net Price	Net Weight (lbs)	Model	Net Price	Net Weight (lbs)	Model	Net Price	Net Weight (lbs)
8'-3"	95.75"	PVMX-83C <sup>1</sup>		674	PVMXS-83C <sup>1</sup>		716	PVMXT-83C <sup>1</sup>		759
9'-3"		PVMX-93C		759	PVMXS-93C		807	PVMXT-93C		855
10'-3"		PVMX-103C		845	PVMXS-103C		898	PVMXT-103C		951
11'-3"		PVMX-113C		990	PVMXS-113C		1054	PVMXT-113C		1099
12'-3"		PVMX-123C		1015	PVMXS-123C		1079	PVMXT-123C		1143
13'-3"		PVMX-133C		1252	PVMXS-133C		1321	PVMXT-133C		1390
14'-3"		PVMX-143C		1348	PVMXS-143C		1423	PVMXT-143C		1497
16'-3"		PVMX-163C		1531	PVMXS-163C		1617	PVMXT-163C		1702
18'-3"		PVMX-183C		1714	PVMXS-183C		1810	PVMXT-183C		1906
20'-3"		PVMX-203C		1897	PVMXS-203C		2004	PVMXT-203C		2111
22'-3"		PVMX-223C		2080	PVMXS-223C		2198	PVMXT-223C		2315
24'-3"		PVMX-243C		2263	PVMXS-243C		2391	PVMXT-243C		2520
26'-3"		PVMX-263C		2446	PVMXS-263C		2584	PVMXT-263C		2725

Clearance light kit included. See specification section for details.

Cushion strips included with platform. Mounting kit is optional, refer to mounting kits in Platform Options for details. Prime paint available as an option, no deduct. For severe applications, refer to Platform Application Guide on page v.

<sup>1</sup> For Ford 56" CA and 1993 and prior Dodge 56" CA chassis with 38" long sill spacing only. For all other chassis or long sill options, refer to long sill options in Platform Options.

## CARGO-HAULER™ PLATFORMS

Painted Black

Actual Length	Actual Width	Pine Wood Floor			Smooth Steel Floor			Treadplate Floor		
		Model	Net Price	Net Weight (lbs)	Model	Net Price	Net Weight (lbs)	Model	Net Price	Net Weight (lbs)
12'-3"	95.90"	PCH-123B		1379	PCHS-123B		1608	PCHT-123B		1723
13'-3"		PCH-133B		1532	PCHS-133B		1780	PCHT-133B		1905
14'-3"		PCH-143B		1684	PCHS-143B		1952	PCHT-143B		2086
16'-3"		PCH-163B		1913	PCHS-163B		2220	PCHT-163B		2374
18'-3"		PCH-183B		2142	PCHS-183B		2488	PCHT-183B		2661
20'-3"		PCH-203B		2371	PCHS-203B		2756	PCHT-203B		1949
22'-3"		PCH-223B		2600	PCHS-223B		3024	PCHT-223B		3236
24'-3"		PCH-243B		2829	PCHS-243B		3292	PCHT-243B		3524
26'-3"		PCH-263B		3052	PCHS-263B		3560	PCHT-263B		3812

Clearance light kit included. See specification section for details.

Cushion strips included with platform. Mounting kit is optional, refer to mounting kits in Platform Options for details. Prime paint available as an option, no deduct. For severe applications, refer to Platform Application Guide on page v.