



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

State of West Virginia  
 Request for Quotation  
 31 - Public Safety

Proc Folder: 170033

Doc Description: Open-End Contract for Push Bars for WV State Police

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-02-16	2016-03-08 13:30:00	CRFQ 0612 DPS1600000005	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Name, Address and Telephone Number:**

A&A Auto Parts Store, Inc.  
 4630 Broadway St. Bldg. E  
 Allentown, Pennsylvania 18104  
 800-233-8321 EXT 2104

02/29/16 10:24:37  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Tara Lyle  
 (304) 558-2544  
 tara.l.lyle@wv.gov

Signature X

*Rick Sabol*

FEIN # 23-3001870

DATE 2/26/2016

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



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 2019 Washington Street East  
 Post Office Box 50130  
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**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of WV State Police to establish an open-end contract for vehicle push bumper, pit bars and wing wraps, per the attached documentation.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Push Bumper Interceptor Sedan	100.00000	EA	149.30	14,930.00

Comm Code	Manufacturer	Specification	Model #
73161605	WESTIN	PUSH BUMPER ELITE	36-2015

**Extended Description :**

Ford Interceptor Sedan Westin Push Bumper Elite or equal

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Pit Bar Interceptor Sedan	100.00000	EA	221.34	22,134.00

Comm Code	Manufacturer	Specification	Model #
73161605	WESTIN	PIT BAR ELITE	36-2015PB

**Extended Description :**

Ford Interceptor Sedan Westin Pit Bar Elite or equal

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Wing Wrap Interceptor Sedan	100.00000	EA	88.45	8,845.00

Comm Code	Manufacturer	Specification	Model #
73161605	WESTIN	Westin's Elite Wing Wraps	36-2015W

**Extended Description :**

Ford Interceptor Sedan Westin Wing Wrap Elite or equal.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WW25309	SOUTH CHARLESTON	WW 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Push Bumper Interceptor Utility	200.00000	EA	211.79	42,358.00

Comm Code	Manufacturer	Specification	Model #
73161605	WESTIN	PUSH BUMPER ELITE	36-2055

**Extended Description :**

Ford Interceptor Utility Westin Push BUmper Elite or equal.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WW25309	SOUTH CHARLESTON	WW 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Pit Bar Interceptor Utility	200.00000	EA	221.34	44,268.00

Comm Code	Manufacturer	Specification	Model #
73161605	WESTIN	PIT BAR ELITE	36-2055PB

**Extended Description :**

Ford Interceptor Utility Westin Pit BAR Elite or equal.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WW25309	SOUTH CHARLESTON	WW 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Wing Wrap Interceptor Utility	200.00000	EA	88.45	17,690.00

Comm Code	Manufacturer	Specification	Model #
73161605	WESTIN	WING WRAP	36-2055W

**Extended Description :**

Ford Interceptor Utility Westin Wing Wrap Elite or equal.

**Total price 150,225.00**

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical questions due by 4:00 pm	2016-02-25

<b>DPS1600000005</b>	<b>Document Phase</b> Final	<b>Document Description</b> Open-End Contract for Push Bar s for WV State Police	<b>Page 5</b> <b>of 5</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. [Redacted]	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) [Redacted]	Requester's name and address (optional)
	6 City, state, and ZIP code [Redacted]	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>												
OR												
<b>Employer identification number</b>												
[Redacted]												

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ [Redacted]	Date ▶ [Redacted]
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Client#: 71388

LKQCORP

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2015

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Mesrow Insurance Services, Inc.
Mackey Team
353 N. Clark Street
Chicago, IL 60654-4704
CONTACT NAME: Michelle Forte
PHONE (A/C, No, Ext): 312 595-7165
FAX (A/C, No): 312 595-7163
E-MAIL ADDRESS: mforte@mesirowfinancial.com
INSURER(S) AFFORDING COVERAGE: ACE American Insurance Company (22667), Ironshore Specialty Insurance C (25445), Indemnity Insurance Company of (43575), ACE Fire Underwriters Insurance (20702)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Rental/Lease of Vehicles.
Stop-Gap (Employer's Liability - Covered State(s): Ohio (OH) under ACE American Insurance Company.
Workers Compensation Policy # WCUC48137799. Policy Period: 12/31/2014 to 12/31/2015.
Part 1 - The policy limits for Workers Compensation Insurance-Part 1: \$1,000,000 Each Accident/\$1,000,000 Each Employee for Disease.
(See Attached Descriptions)

CERTIFICATE HOLDER: MHC Kenworth, 1524 N. Corrington, Kansas City, MO 64120
CANCELLATION: 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: [Signature]



## DESCRIPTIONS (Continued from Page 1)

**Part 2 - The policy limits for Employee's Liability Insurance including Stop Gap Coverage: \$1,000,000 Each Accident/\$1,000,000 Each Employee for Disease/\$1,000,000 Aggregate.**

**Part 3 - The policy limits for Voluntary Compensation Insurance: INCLUDED.**

**The retention limit: \$500,000 Each Accident/\$500,000 Each Employee for Disease.**

**This certificate is issued as evidence of insurance coverage only.**

REQUEST FOR QUOTATION  
CRFQ DPS160000005 - Public Safety Vehicle Push Bumper

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- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Rick Sabol  
**Telephone Number:** 800-233-8321 ext 2104  
**Fax Number:** 570-655-6969  
**Email Address:** Rick.sabol@key-stone.com

**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.

A&A Auto Parts Store, Inc.

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(Company)

*Rick Sabol* National Quote Rep

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(Authorized Signature) (Representative Name, Title)

800-233-8321 570-655-6969 2/26/2016

---

(Phone Number) (Fax Number) (Date)



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

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 Request for Quotation  
 31 – Public Safety

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WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Push Bumper Interceptor Sedan	100.00000	EA	149.30	14,930.00

Comm Code	Manufacturer	Specification	Model #
73161605	WESTIN	PUSH BUMPER ELITE	36-2015

**Extended Description :**  
Ford Interceptor Sedan Westin Push Bumper Elite or equal

INVOICE TO:		SHIP TO:	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Pit Bar Interceptor Sedan	100.00000	EA	221.34	22,134.00

Comm Code	Manufacturer	Specification	Model #
73161605	WESTIN	PIT BAR ELITE	36-2015PB

**Extended Description :**  
Ford Interceptor Sedan Westin Pit Bar Elite or equal

INVOICE TO:		SHIP TO:	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Wing Wrap Interceptor Sedan	100.00000	EA	88.45	8,845.00

Comm Code	Manufacturer	Specification	Model #
73161605	WESTIN	Westin's Elite Wing Wraps	36-2015W

**Extended Description :**

Ford Interceptor Sedan Westin Wing Wrap Elite or equal.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Push Bumper Interceptor Utility	200.00000	EA	211.79	42,358.00

Comm Code	Manufacturer	Specification	Model #
73161605	WESTIN	PUSH BUMPER ELITE	36-2055

**Extended Description :**

Ford Interceptor Utility Westin Push BUmper Elite or equal.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Pit Bar Interceptor Utility	200.00000	EA	221.34	44,268.00

Comm Code	Manufacturer	Specification	Model #
73161605	WESTIN	PIT BAR ELITE	36-2055PB

**Extended Description :**

Ford Interceptor Utility Westin Pit BAR Elite or equal.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Wing Wrap Interceptor Utility	200.00000	EA	88.45	17,690.00

Comm Code	Manufacturer	Specification	Model #
73161605	WESTIN	WING WRAP	36-2055W

**Extended Description :**

Ford Interceptor Utility Westin Wing Wrap Elite or equal.

**Total price 150,225.00**

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical questions due by 4:00 pm	2016-02-25

<b>DPS1600000005</b>	<b>Document Phase</b> Final	<b>Document Description</b> Open-End Contract for Push Bar s for WV State Police	<b>Page 5</b> <b>of 5</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
 [Redacted]

**2** Business name/disregarded entity name, if different from above  
 [Redacted]

**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_

C Corporation     S Corporation     Partnership     Trust/estate

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
 [Redacted]

**6** City, state, and ZIP code  
 [Redacted]

**7** List account number(s) here (optional)  
 \_\_\_\_\_

Requester's name and address (optional)  
 \_\_\_\_\_

**Part I**

### Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

[Redacted]	-	[Redacted]	-	[Redacted]
------------	---	------------	---	------------

or

Employer identification number

[Redacted]

**Notes.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person [Redacted]	Date ▶ [Redacted]
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Client#: 71388

LKQCORP

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2015

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 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).

PRODUCER: Mesirow Insurance Services, Inc. Mackey Team 353 N. Clark Street Chicago, IL 60654-4704
CONTACT NAME: Michelle Forte
PHONE (A/C, No, Ext): 312 595-7165 FAX (A/C, No): 312 595-7163
E-MAIL ADDRESS: mforte@mesirowfinancial.com
INSURER(S) AFFORDING COVERAGE: INSURER A: ACE American Insurance Company 22667
INSURER B: Ironshore Specialty Insurance C 25445
INSURER C: Indemnity Insurance Company of 43575
INSURER D: ACE Fire Underwriters Insurance 20702
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Rental/Lease of Vehicles.
Stop-Gap (Employer's Liability - Covered State(s): Ohio (OH) under ACE American Insurance Company.
Workers Compensation Policy # WCUC48137799. Policy Period: 12/31/2014 to 12/31/2015.
Part 1 - The policy limits for Workers Compensation Insurance-Part 1: \$1,000,000 Each Accident/\$1,000,000 Each Employee for Disease.
(See Attached Descriptions)

CERTIFICATE HOLDER: MHC Kenworth 1524 N. Corrington Kansas City, MO 64120
CANCELLATION: 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: [Signature]

## DESCRIPTIONS (Continued from Page 1)

**Part 2 - The policy limits for Employee's Liability Insurance including Stop Gap Coverage: \$1,000,000 Each Accident/\$1,000,000 Each Employee for Disease/\$1,000,000 Aggregate.**

**Part 3 - The policy limits for Voluntary Compensation Insurance: INCLUDED.**

**The retention limit: \$500,000 Each Accident/\$500,000 Each Employee for Disease.**

**This certificate is issued as evidence of insurance coverage only.**

REQUEST FOR QUOTATION  
CRFQ DPS160000005 - Public Safety Vehicle Push Bumper

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia State Police to establish an open-end contract for Public Safety Vehicle Push Bumper, Pit Bar and Wing Wraps.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  
  - 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.

3. **GENERAL REQUIREMENTS:**

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the minimum mandatory requirements as shown below.
  - 3.1.1 **Public Safety Vehicle Push Bumper (Interceptor Sedan) – Westia Push Bumper Elite or equal.**
    - 3.1.1.1 Public Safety Push Bumper must have heavy-duty minimum 4 Gauge Steel Uprights
    - 3.1.1.2 Minimum 2-3/4” Wide rubber strips
    - 3.1.1.3 Minimum 1-1/2” Lower tube for extra protection and added strength

REQUEST FOR QUOTATION  
CRFQ DPS1600000005 - Public Safety Vehicle Push Bumper

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- 3.1.1.4** Top channel options for 2 to 4 lights from Code 3, Whelen, Sound-off or Federal Signal, strong 4 gauge steel mounting brackets, mounting bracket designed to minimize bumper trimming, Black plated Stainless hardware used on all visible fasteners, Uprights are pre-drilled for mounting Pit Bars, Wing Wraps or additional lights, Cross Bar pre-drilled for mounting lights siren or speaker.
- 3.1.1.5** Public Safety Vehicle Push Bar must be compatible with Push Bar design specifically stylized for Interceptor *Sedan* model year 2016 and up.
- 3.1.2** **Public Safety Vehicle Pit Bar (Interceptor Sedan) – Westin Pit Bar Elite or equal.**
- 3.1.2.1** Public Safety Vehicle Pit Bar must be dual heavy duty minimum 7 gauge steel Horizontal bars, Dual minimum 2-3/4” Wide rubber strips with Plastic end caps, Heavy duty minimum 7 gauge steel reinforcing brackets, Black plated Stainless hardware used on all visible fasteners, Mounts directly to the push bar plus two additional frame mount points per side.
- 3.1.2.2** Public Safety Vehicle Pit Bar must be compatible with Pit bar design specifically stylized for Interceptor *Sedan* model year 2016 and up.
- 3.1.3** **Public Safety Vehicle Wing Wraps (Interceptor Sedan) – Westin Elite Wing Wraps or equal.**
- 3.1.3.1** Public Safety Vehicle Wing Wrap must be heavy duty minimum 1-1/2” steel tubing, Wing wrap design specifically stylized for Interceptor *Sedan*, Mounts directly to pre-drilled holes in Push Bar and Pit Bar, Black plated Stainless hardware used on all visible fasteners
- 3.1.3.2** Public Safety Vehicle Wing Wrap must be compatible with Wing Wrap Design specifically stylized for Interceptor *Sedan* model year 2016 and up.

REQUEST FOR QUOTATION  
CRFQ DPS1600000005 - Public Safety Vehicle Push Bumper

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**3.1.4 Public Safety Vehicle Push Bumper (Interceptor Utility) – Westin Push Bumper Elite or equal.**

**3.1.4.1 Public Safety Push Bumper must have Heavy duty minimum 4 Gauge Steel Uprights, minimum 2-3/4" Wide rubber strips, minimum 1-1/2" Lower tube for extra protection and added strength, Top channel options for minimum 2 or maximum 4 lights from Code 3, Whelen, Sound-off or Federal Signal, Strong minimum 4 Gauge Steel Mounting Brackets, Mounting bracket designed to minimize bumper trimming, Black plated Stainless hardware used on all visible fasteners, Uprights are pre-drilled for mounting Pit Bars, Wing Wraps or additional lights, Cross Bar pre-drilled for mounting lights siren or speaker.**

**3.1.4.2 Public Safety Vehicle Push Bar must be compatible with Push Bar design specifically stylized for Interceptor *Utility* model year 2016 and up.**

**3.1.5 Public Safety Vehicle Pit Bar (Interceptor Utility) – Westin Pit Bar Elite or equal.**

**3.1.5.1 Public Safety Vehicle Pit Bar must be Dual heavy duty minimum 7 Gauge Steel Horizontal Bars, Dual minimum 2-3/4" Wide rubber strips with Plastic end caps, Heavy duty minimum 7 Gauge Steel reinforcing brackets, Black plated Stainless hardware used on all visible fasteners, Mounts directly to the push bar plus two additional frame mount points per side.**

**3.1.5.2 Public Safety Vehicle Pit Bar must be compatible with Pit bar design specifically stylized for Interceptor *Utility* model year 2016 and up.**

REQUEST FOR QUOTATION  
CRFQ DPS160000005 - Public Safety Vehicle Push Bumper

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**3.1.6 Public Safety Vehicle Wing Wraps (Interceptor Utility) –  
Westin Elite Wing Wraps or equal.**

**3.1.6.1 Public Safety Vehicle Wing Wrap must be  
Heavy duty minimum 1-1/2" steel tubing, Wing  
wrap design specifically stylized for Interceptor  
*Sedan*, Mounts directly to pre-drilled holes in  
Push Bar and Pit Bar, Black plated Stainless  
hardware used on all visible fasteners.**

**3.1.6.2 Public Safety Vehicle Wing Wrap must be  
compatible with Wing Wrap Design specifically  
stylized for Interceptor *Utility* model year 2016  
and up.**

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling in the unit price, the extended price, the total and the vendor information. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.



REQUEST FOR QUOTATION  
CRFQ DPS160000005 - Public Safety Vehicle Push Bumper

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

**6. DELIVERY AND RETURN:**

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

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

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

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION  
CRFQ DPS160000005 - Public Safety Vehicle Push Bumper

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

**8. MISCELLANEOUS:**

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**REQUEST FOR QUOTATION**  
**CRFQ DPS160000005 - Public Safety Vehicle Push Bumper**

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- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Rick Sabol  
**Telephone Number:** 800-233-8321 ext 2104  
**Fax Number:** 570-655-6969  
**Email Address:** Rick.sabol@key-stone.com

**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.

A&A Auto Parts Store, Inc.

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(Company)

*Rick Sabol* National Quote Rep

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(Authorized Signature) (Representative Name, Title)

800-233-8321 570-655-6969 2/26/2016

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(Phone Number) (Fax Number) (Date)

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: A&A Auto Parts Store, Inc.

Authorized Signature: *Rach Sobal* Date: 2-23-2016

State of Pennsylvania

County of Luzerne, to-wit:

Taken, subscribed, and sworn to before me this 23<sup>rd</sup> day of February, 2016.

My Commission expires June 29, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC *Donna Marie Schlegel*

Purchasing Affidavit (Revised 08/01/2015)  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Donna Marie Schlegel, Notary Public  
Exeter Boro, Luzerne County  
My Commission Expires June 29, 2016  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES