

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

State of West Virginia Request for Quotation 36 - Vehicles

Proc Folder: 258004 Doc Description: Purchase of nine (9) Class 5 Dump Trucks for Various Parks Proc Type: Central Purchase Order Solicitation Closes Date Issued Solicitation No Version 0310 DNR1700000013 2016-10-19 2016-11-15 CRFQ 13:30:00

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

Vendor Name, Address and Telephone Number:

Thornhill Forn Lincoln 500 FORD FATELANE Chapmawille, WV 25508

304.855.8300

11/15/16 12:45:35 WV Purchasing Division

FOR	INFORM	NOITAN	CONTACT	THE	BUYER

Brittany E Ingraham (304) 558-2157

brittany.e.ingraham@wv.gov

Signature X

FEIN# 20-3146880

Page: 1

FORM ID: WV-PRC-CRFQ-001

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Parks and Recreation Section, to establish a contract for the one-time purchase of four (4) four-wheel drive medium duty Class 5 dump trucks, four (4) two-wheel drive medium duty Class 5 dump trucks, and one (1) four-wheel drive medium duty Class 4 flatbed truck form multiple State Parks, per the bid requirements, specifications, terms, and conditions attached to this solicitation.

INVOICE TO A STATE OF THE STATE		SHIP TO	
DIVISION OF NATURAL RESO WEST VIRGINIA STATE PARK		STATE OF WEST VIRO	=
324 4TH AVE		2700 CHARLES AVEN	UE
SOUTH CHARLESTON	WV25303-1228	DUNBAR	WV 25064
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Medium Duty, Class 5, Four-Wheel Drive Dump Trucks	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
25101601				

Extended Description:

Medium Duty, Class 5, Four-Wheel Drive Dump Trucks

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURI WEST VIRGINIA STATE PARKS 324 4TH AVE	CES	STATE OF WEST VIRGINIA IN CARE OF SURPLUS PROPERT 2700 CHARLES AVENUE	Υ
SOUTH CHARLESTON	WV25303-1228	DUNBAR	WV 25064
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Medium Duty, Class 5, Two-Wheel Drive Dump Trucks	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
25101601				

Extended Description :

Medium Duty, Class 5, Two-Wheel Drive Dump Trucks

INVOICE TO THE RESERVE OF THE PROPERTY OF THE		SHIP TO	
DIVISION OF NATURAL RESC WEST VIRGINIA STATE PARK		STATE OF WEST VIRG	
324 4TH AVE		2700 CHARLES AVENU	UE
SOUTH CHARLESTON	WV25303-1228	DUNBAR	WV 25064
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Medium Duty, Class 5, Four-Wheel Drive Dump Truck w/ Flatbed	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
25101601				
İ				

Extended Description:

Medium Duty, Class 5, Four-Wheel Drive Dump Truck w/ Flatbed

		Document Phase	Document Description	Page 4
DNR1700	000013	Draft	Purchase of nine (9) Class 5 Dump Trucks	
			for Various Parks	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.
A pre-bid meeting will not be held prior to bid opening
☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:
A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

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

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below 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: November 2, 2016 at 9:00 AM EST

Submit Questions to: Brittany Ingraham

2019 Washington Street, East

Charleston, WV 25305

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

Email: Brittany.E.Ingraham@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: BUYER: SOLICITATION NO.: BID OPENING DATE: BID OPENING TIME: FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

BID TYPE: (This only applies to CRFP)

Technical
Cost

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

Bid Opening Date and Time: November 15, 2015 at 1:30 PM EST

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

- 8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. 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, womenowned, 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 include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
☐ Term Contract
Initial Contract Term: This Contract becomes effective on and extends for a period of year(s).
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days.
Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited.
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Other: See attached.

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. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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.
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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.
8. 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.
9. 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.
10. 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
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.

- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 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. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 17. 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.
- 18. 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.

- 19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

- 27. 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.
- 28. 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.
- 29. 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.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.
- 31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

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

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:

[V] 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.

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- Parks and Recreation Section Purchase of Medium Duty Class 5 Dump Trucks

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Parks and Recreation Section, to establish a contract for the one-time purchase of four (4) <u>four-wheel drive</u> medium duty Class 5 dump trucks, four (4) <u>two-wheel drive</u> medium duty Class 5 dump trucks, and one (1) <u>four-wheel drive</u> medium duty Class 4 flatbed truck form multiple State Parks.
- 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 medium duty, four-wheel drive and two-wheel drive Class 5 dump trucks 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 "Medium Duty Class Vehicle" means a truck gross vehicle weight rating (GVWR) ranges from 16,001-19,500 lbs.
 - 2.5 "Integrated up-fitter Switches" is a switch that is useful for installing aftermarket lights, winches, power inverters, and PTO equipment.
 - 2.6 "Snow Plow Package" is a package designed to ensure that the loads imposed by heavy plows and salt/sand spreaders are manageable.
 - 2.7 "Trailer Tow Package" is a package designed to ensure that the loads imposed by towing a trailer are manageable.
 - 2.8 "Two-Wheel Drive" means a transmission system that provides power directly to either the front or the rear wheels of a vehicle.
 - 2.9 "Four-Wheel Drive" means a transmission system that provides power directly to all four wheels of a vehicle.
 - 2.10 "PTO" means Power Take Off.

Major Equipment

(Based on selected options, shown at right) 6.8L V-10 SOHC w/SMPI 288hp

TorqShift 6 speed automatic w/OD

- * 4-wheel ABS
- LT 225/70R19.5 G BSW AS S-rated tires
- * Firm suspension
- * Tinted glass
- Daytime running
- Variable intermittent wipers
- * Dual front airbags w/passenger cancel
- * Tachometer
- Reclining front split-bench seats
- * Steering-wheel mounted audio controls
- * Rear axle capacity: 14706 lbs.
- Rear spring rating: 15000 lbs.
- Cab to axle: 84"
- * Transmission PTO Provision

Fuel Economy

City N/A



Hwy N/A

Exterior:Ingot Silver Metallic Interior:Medium Earth Gray

- * Traction control
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan
- Dual manual mirrors
- * 19.5 x 6 steel wheels
- * Driver and front passenger seat mounted side
- Message Center
- Vinyl seats
- Front axle capacity: 7000 lbs.
- Front spring rating: 6500 lbs.
- * Frame section modulus: 17.2 cu.in.
- * Axle to end of frame: 47.2"

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2017 F-550 Chassis, SD Regular Cab 4x4 SD Regular Cab 169" WB DRW XL(F5H)



TOTAL	\$45,435.00
Destination Charge	\$1,195.00
SUBTOTAL	. \$44,240.00

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources- Parks and Recreation Section Purchase of Medium Duty Class 5 Dump Trucks

3. GENERAL REQUIREMENTS:

- 3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Four (4) Medium Duty Class 5 Dump Truck with Four (4) -Wheel Drive

3.1.1.1 Engine (Gasoline)

- 3.1.1.1.1 Must be a minimum of 6.4 liter
 - 3.1.1.1.2 Must have a minimum 360 horsepower
 - 3.1.1.1.3 Must have a minimum 425 foot-lbs. of torque
 - 3.1.1.4 Cooling system must be filled with permanent type extended life coolant. The coolant used must be rated at -34 degrees Fahrenheit
- 3.1.1.1.5 Must have a minimum 12 volt alternator with output of 185 amps.

3.1.1.2 Transmission

- 3.1.1.2.1 Must have an automatic transmission with PTO provision
- 3.1.1.2.2 Must include an external transmission cooler

3.1.1.3 Cab

- 3.1.1.3.1 Must have a regular cab with air conditioning
- 3.1.1.3.2 Must have an integrated trailer brake controller
- 3.1.1.3.3 Must have Integrated up-fitter Switches with a minimum four (4) Auxiliary Toggle Switches installed in the dash
- 3.1.1.3.4 Must have a 40/20/40 split bench seat

3.1.1.4 Suspension

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources- Parks and Recreation Section Purchase of Medium Duty Class 5 Dump Trucks

3.1.1.4.1 Must include a Snow Plow Package (which includes a heavier front suspension and electrical upgrades)
3.1.1.4.2 Must include a minimum payload of 19,000 lbs.
3.1.1.4.3 Must have rear dual wheels
3.1.1.4.4 Must include automatic locking front hubs for fourwheel drive
3.1.1.4.5 Must include a Trailer Tow Package with a wiring harness for trailer towing
3.1.1.4.6 Must include all-season radial tires
3.1.1.4.7 Gear ratio must be between 4.10-4.33, which is the industry recommended gear ratio for dump trucks

3.1.1.5 General

- 3.1.1.5.1 Truck must be a minimum of sixty inches(60) from cab to axle
- 3.1.1.5.2 Spare tire and rim must be the same as the other tires and rims
- 3.1.1.5.3 Cab exterior color must be silver

3.1.1.6 Dump Bed

- 3.1.1.6.1 Must be a ten (10) gauge 304 continuous weld stainless steel dump body with a minimum of 3.5 yard to a maximum of 4.7 yard to fit the 60" cab to axle vendor is bidding
- 3.1.1.6.2 Must be 9' long x 84" inside width x 24" tall tailgate and front x 18" tall sides
- 3.1.1.6.3 Must have minimum 3" structural channel cross members on 12" centers
- 3.1.1.6.4 Must have minimum six (6") structural channel long sills

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources- Parks and Recreation Section

Purchase of Medium Duty Class 5 Dump Trucks

3.1.1.6.5	Must have full boxed body top rails
3.1.1.6.6	Must have sloped bottom rail
3.1.1.6.7	Must have front corner post and minimum two (2) center side posts per each side
3.1.1.6.8	Must have minimum 3/16" full rear corner post
3.1.1.6.9	Must have double acting tailgate/manual tailgate release handle
3.1.1.6.10	Must have a three (3) panel tailgate
3.1.1.6.11	Must have a quick latch top tailgate hinge
3.1.1.6.12	Must have tailgate spreader chains and locks
3.1.1.6.13	Must have recess marker lights with rubber grommets
3.1.1.6.14	Must have LED oval recessed stop, turn, tail lights in rear corner posts with rubber grommets
3.1.1.6.15	Must have a cab protector minimum 23" long x 84" wide
3.1.1.6.16	Must have gussets on top of sides for side boards
3.1.1.6.17	Must have a six (6") direct lift pusher type double acting cylinder
	Must have a PTO with electric shift and direct mount hydraulic pump
3.1.1.6.19	Must have a hydraulic reservoir with electric shift hydraulic dump control valve
3.1.1.6.20	Must have a full length sub-frame
3.1.1.6.21	Must have body safety props
3.1.1.6.22	Must have body up warning light

Thornhill Ford Lincoln U.S. Route 119 North, Chapmanville, West Virginia, 25508

2017 F-550 Chassis, SD Regular Cab 4x2 SD Regular Cab 145" WB DRW XL(F5G)

Major Equipment

(Based on selected options, shown at right) 6.8L V-10 SOHC w/SMPI 288hp TorqShift 6 speed automatic w/OD

- * 4-wheel ABS
- * LT 225/70R19.5 G BSW AS S-rated tires
- Firm suspension
- * Tinted glass
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags w/passenger cancel
- * Tachometer
- * Reclining front split-bench seats
- * Steering-wheel mounted audio controls
- * Rear axle capacity: 14706 lbs.
- Rear spring rating: 15000 lbs.
- * Cab to axle: 60"
- * Transmission PTO Provision

Exterior: Ingot Silver Metallic Interior: Medium Earth Gray

- * Traction control
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan
- * 19.5 x 6 steel wheels
- * Driver and front passenger seat mounted side
- * Message Center
- * Front axle capacity: 7000 lbs.
- * Front spring rating: 6500 lbs.
- * Frame section modulus: 17.2 cu.in.
- * Axle to end of frame: 47.2"

- * Dual manual mirrors
- airbags
- * Vinyl seats

Fuel Economy

City N/A



Hwy N/A

Selected Options	MSRP
STANDARD VEHICLE PRICE	
Order Code 660A	N/C
Engine: 6.8L 3-Valve SOHC EFI NA V10	included
Transmission: TorqShift 6-Speed Automatic (6R1	40) Included
Tires: 225/70Rx19.5G BSW AS	Included
Wheels: 19.5" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
Monotone Paint Application	STD
145" Wheelbase	STD
Radio: AM/FM Stereo	Included
50-State Emissions System	STD
GVWR: 19,000 lbs Payload Upgrade Package	\$815.00
Limited Slip w/4.88 Axle Ratio	\$360.00
Spare Tire, Wheel & Jack	\$350.00
6-Ton Hydraulic Jack	Included
Trailer Brake Controller	\$270.00
Snow Plow Prep Package	\$85.00
Transmission Power Take-Off Provision	\$280.00
Ingot Silver Metallic	N/C
Medium Earth Gray	N/C



2017 F-550 Chassis, SD Regular Cab 4x2 SD Regular Cab 145" WB DRW XL(F5G)

TOTAL	
Destination Charge	\$1,195.00
SUBTOTAL	\$40,825.00

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources- Parks and Recreation Section Purchase of Medium Duty Class 5 Dump Trucks

3.1.1.6.23 Must have an audible back-up alarm

- 3.1.1.6.24 Must have rear mud flaps
- 3.1.1.6.25 Must have a heavy duty hitch plate with Class 5 2 ½" receiver;
- 3.1.1.6.26 Must have a minimum 2" to 2 ½" receiver bushing adapter;
- 3.1.1.6.27 Must have a 7-way round trailer plug.

3.1.2 Four (4) Medium Duty Class 5 Dump Truck with Two (2) -Wheel Drive

3.1.2.1 Engine (Gasoline)

- **3.1.2.1.1** Must have a minimum 6.4 liter
- 3.1.2.1.2 Must have a minimum 360 horsepower engine
- 3.1.2.1.3 Must have a minimum of 425 foot lbs. of torque
- 3.1.2.1.4 Cooling system must be filled with permanent type extended life coolant. The coolant used must be rated at -34 degrees Fahrenheit
- 3.1.2.1.5 Must have a minimum 12 volt alternator with output of 185 amps.

3.1.2.2 Transmission

- 3.1.2.2.1 Must have an automatic transmission with PTO provision
- 3.1.2.2.2 Must include an external transmission cooler;

3.1.2.3 Cab

- 3.1.2.3.1 Must have a regular cab with air conditioning
- 3.1.2.3.2 Must have an integrated trailer brake controller

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources- Parks and Recreation Section Purchase of Medium Duty Class 5 Dump Trucks

3.1.2.3.3	Must	have Integrated		up-fitter	Switches	with	a	
		ium of ed in the		(4)	Auxiliary	Toggle	Switch	es

3.1.2.3.4 Must have a 40/20/40 split bench seat.

3.1.2.4 Suspension

- 3.1.2.4.1 Must include a *Snow Plow Package* (which includes a heavier front suspension and electrical upgrades)
- 3.1.2.4.2 Must include a payload to a minimum of 19,000 lbs.
- 3.1.2.4.3 Must have rear dual wheels
- 3.1.2.4.4 Must include a *Trailer Tow Package* with a wiring harness for trailer towing
- 3.1.2.4.5 Must include all season radial tires
- 3.1.2.4.6 Gear ratio must be between 4.10-4.33, which is the industry recommended gear ratio for dump trucks

3.1.2.5 General

- 3.1.2.5.1 Truck must be a minimum 60" (inches) cab to axle for dump
- 3.1.2.5.2 Spare tire and rim must be the same as the other tires and rims
- 3.1.2.5.3 Cab exterior color must be silver

3.1.2.6 Dump Bed

- 3.1.2.6.1 Must be a ten (10) gauge 304 continuous weld stainless steel dump body with a minimum of 3.5 yard to a maximum of 4.7 yard to fit the 60" cab to axle vendor is bidding
- 3.1.2.6.2 Must be 9' long x 84" inside width x 24" tall tailgate and front x 18" tall sides

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources- Parks and Recreation Section Purchase of Medium Duty Class 5 Dump Trucks

3.1.2.6.3	Must have a minimum 3" structural channel cross members on 12" centers
3.1.2.6.4	Must have minimum 6" structural channel long sills
3.1.2.6.5	Must have full boxed body top rails
3.1.2.6.6	Must have sloped bottom rail
3.1.2.6.7	Must have front corner post and two (2) center side posts per each side
3.1.2.6.8	Must have minimum 3/16" full rear corner post
3.1.2.6.9	Must have double acting tailgate/manual tailgate release handle
3.1.2.6.10	Must have a three (3) panel tailgate
3.1.2.6.11	Must have a quick latch top tailgate hinge
3.1.2.6.12	Must have tailgate spreader chains and locks
3.1.2.6.13	Dump bed must have recess marker lights with rubber grommets
3.1.2.6.14	Must have LED oval recessed stop, turn, tail lights in rear corner post with rubber grommets
3.1.2.6.15	Must have a cab protector minimum 23" long x 84" wide
3.1.2.6.16	Must have gussets on top of sides for side boards
3.1.2.6.17	Must have a minimum six (6") direct lift pusher type double acting cylinder
3.1.2.6.18	Must have a PTO with electric shift and direct mount hydraulic pump
3.1.2.6.19	Must have a hydraulic reservoir with electric shift hydraulic dump control valve
3.1.2.6.20	Must have a full length sub frame



Thornhill Ford Lincoln U.S. Route 119 North, Chapmanville, West Virginia, 25508 Office: 304-855-8300

Major Equipment

(Based on selected options, shown at right) 6.8L V-10 SOHC w/SMPI 288hp TorqShift 6 speed automatic w/OD

- * 4-wheel ABS
- * LT 225/70R19.5 G BSW AS S-rated tires
- * Firm suspension
- * Tinted glass
- * Daytime running
- Variable intermittent wipers
- * Dual front airbags w/passenger cancel
- * Tachometer
- * Reclining front split-bench seats
- * Steering-wheel mounted audio controls
- Rear axle capacity: 14706 lbs.
- * Rear spring rating: 15000 lbs.
- * Cab to axle: 60"
- * Transmission PTO Provision

Exterior:Ingot Silver Metallic Interior:Medium Earth Gray

- * Traction control
- * Battery with run down protection
- Air conditioning
- * AM/FM stereo with seek-scan
- Dual manual mirrors
- * 19.5 x 6 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Message Center
- * Vinyl seats
- * Front axle capacity: 7000 lbs.
- * Front spring rating: 6500 lbs.
- * Frame section modulus: 17.2 cu.in.
- * Axle to end of frame: 47.2"

Fuel Economy

City N/A



Hwy N/A

Selected Options	MSRP
STANDARD VEHICLE PRICE\$41	1,570.00
Order Code 660A	N/C
Engine: 6.8L 3-Valve SOHC EFI NA V10	included
Transmission: TorqShift 6-Speed Automatic (6R140)	Included
Tires: 225/70Rx19.5G BSW AS	Included
Wheels: 19.5" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
Monotone Paint Application	STD
145" Wheelbase	STD
Radio: AM/FM Stereo	Included
50-State Emissions System	STD
GVWR: 19,000 lbs Payload Upgrade Package.	\$815.00
Limited Slip w/4.88 Axle Ratio	\$360.00
Spare Tire, Wheel & Jack	\$350.00
6-Ton Hydraulic Jack	included
Snow Plow Prep Package.	. \$85.00
Transmission Power Take-Off Provision	\$280.00
Trailer Brake Controller	\$270.00
Priced DORA	N/C
Ingot Silver Metallic	= N/C
Medium Earth Gray	N/C

 SUBTOTAL
 \$43,730.00

 Destination Charge
 \$1,195.00

 TOTAL
 \$44,925.00

"W.V. DNR"

REFERENCE:

DEALER SUPPLIED 2017 FORD F-550, 4 X 4, 60" CAB TO AXLE, DUAL REAR WHEEL, CAB AND CHASSIS, SNOW PLOW PREP PACKAGE, AUTOMATIC TRANSMISSION WITH PTO PROVISION, 40 GAL. STANDARD REAR FUEL TANK, TOW PACKAGE

1-PCHT123C KNAPHEIDE CARGO HAULER STEEL FLAT BED

- *12' 3" LONG X 96" WIDE
- *3/16" TREADPLATE STEEL FLOOR
- *7 GA. FORMED CHANNEL SIDE & END RAILS WITH RECESSED STAKE POCKETS IN SIDES AND REAR
- *4" STRUCTURAL CHANNEL CROSSMEMBERS ON 12" CENTERS
- *6" STRUCTURAL CHANNEL LONG SILLS
- *LED RECESSED MARKER LIGHTS WITH RUBBER GROMETS
- *UNDERCOATING
- *DRIP PRIMERED COMPLETE IMMERSION ELECTRO DEPOSITION PRIMER
- *OVER CURED BLACK FINISH
- 1-R4096-12 40" STEEL STAKE RACK FRONT / SIDES / REARS(4' SIDE SECTIONS)
- *SPRING LOADED INTER-LOCKING LATCHES
- *DRIP PRIMERED COMPLETE IMMERSION ELECTRO DEPOSITION PRIMER
- *OVER CURED BLACK FINISH
- 1-KH1512SFDE KNAPHEIDE KNAP HOIST KIT
- *HYDRAULIC RESERVOIR & DUMP CONTROL VALVE COMBO
- *12 VOLT ELECTRIC SHIFT DUMP CONTROL VALVE (TOGGLE SWITCH ON DASH)
- *PTO (12 VOLT ELECTRA SHIFT) & DIRECT MOUNT HYDRAULIC PUMP
- *HD SCISSOR HOIST
- *5" DOUBLE ACTING (POWER UP & POWER DOWN)
- *FULL LENGTH SUBFRAME WITH REAR HINGE
- *BODY SAFETY PROP
- *BODY UP WARNING LIGHT
- 1-CLASS "V" RECEIVER HITCH
- *7-WAY TRAILER PLUG
- 1-97DB BACK-UP ALARM

"W.V. DNR"

REFERENCE:

DEALER SUPPLIED 2017 FORD F-550, 4 X 4, 60" CAB TO AXLE, DUAL REAR WHEEL, CAB AND CHASSIS, SNOW PLOW PREP PACKAGE, AUTOMATIC TRANSMISSION WITH PTO PROVISION, 40 GAL. STANDARD REAR FUEL TANK, TOW PACKAGE

- 1-103USD9 GALION 304 STAINLESS STEEL DUMP BODY
- *9" LONG X 84" INSIDE WIDTH X 24" TALL TAILGATE & FRONT X 18" TALL SIDES
- *10 GA. 304 STAINLESS STEEL BODY SHELL (#4 BRIGHT FINISH UNPAINTED)
- *CONTINUOUS WELDED BODY SHELL
- *3" STRUCTURAL CHANNEL CROSSMEMBERS ON 12" CENTERS (CARBON STEEL
- *6" STRUCTURAL CHANNEL LONGSILLS (CARBON STEEL)
- *FULL BOXED BODY TOP RAIL
- *SLOPED BOTTOM RAIL
- *FRONT CORNER POST & 2 CENTER SIDE POST PER EACH SIDE
- *3/16" FULL REAR CORNER POST
- *DOUBLE ACTING TAILGATE
- *MANAUL TAILGATE RELEASE HANDLE
- *3 PANEL TAILGATE
- *STAINLESS STEEL QUICK LATCH TOP TAILGATE HINGE
- *TAILGATE SPREADER CHAINS & LOCKS
- *LED RECESS MARKER LIGHTS WITH RUBBER GROMETS
- *LED OVAL RECESSED STOP, TURN, TAIL LIGHTS IN REAR CORNER POST WITH RUBBER GROMETS
- *CAB SHIELD 23" LONG X 84" WIDE
- *GUSSETS ON TOP OF SIDES FOR CUSTOMER TO ADD WOOD SIDE BOARDS
- 1-CS615T-09 HOIST WITH CLASS 40 "D"
- *6" SCISSOR TYPE DOUBLE ACTING CYLINDER
- *PTO "ELECTRA SHIFT" & DIRECT MOUNT HYDRAULIC PUMP (CONTROL SWITCH ON DASH)
- *HYDRAULIC RESERVOIR & 12 VOLT ELECTRIC SHIFT DUMP VALVE WITH CONTROL SWITCH ON DASH
- *FULL LENGTH SUB-FRAME
- *BODY SAFETY PROP
- *BODY UP WARNING LIGHT
- *BACKUP ALARM
- *REAR MUDFLAPS
- 1-HD HITCH PLATE WITH CLASS "V" 2 1/2" RECEIVER
- *2 1/2" TO 2" RECEIVER BUSHING ADAPTER

West Virginia Division of Natural Resources- Parks and Recreation Section Purchase of Medium Duty Class 5 Dump Trucks

- 3.1.2.6.21 Must have body safety props
- 3.1.2.6.22 Must have a body up warning light
- 3.1.2.6.23 Must have an audible back up alarm
- 3.1.2.6.24 Must have rear mud flaps
- 3.1.2.6.25 Must have a heavy duty hitch plate with Class 5 1 ½" receiver
- 3.1.2.6.26 Must have a 2" to 2 ½" receiver bushing adapter
- 3.1.2.6.27 Must have a 7 way round trailer plug

3.1.3 One (1) Medium Duty Class 5 Flat Bed Truck with Four (4) -Wheel Drive

3.1.3.1 Engine (Gasoline)

- 3.1.3.1.1 Must be a minimum of 6.4 liter;
- 3.1.3.1.2 Must be a minimum of 360 horsepower;
- 3.1.3.1.3 Must have a minimum of 425 foot lbs. of torque;
- 3.1.3.1.4 Cooling system must be filled with permanent type extended life coolant. The coolant used must be rated at -34 degrees Fahrenheit;
- 3.1.3.1.5 Must have a minimum 12 volt alternator with output of 185 amps.

3.1.3.2 Transmission

- 3.1.3.2.1 Must have an automatic transmission with PTO provision
- 3.1.3.2.2 Must include an external transmission cooler

3.1.3.3 Cab

3.1.3.3.1 Must have a regular cab with air conditioning

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources- Parks and Recreation Section

Purchase of Medium Duty Class 5 Dump Trucks

3.1.3.3.2 Must have an integrated trailer brake controller

	_				
3.1.3.3.3	Must have Integrated up-fitter Switches with a minimum of four (4) Auxiliary Toggle Switches installed in the dash				
3.1.3.3.4	Must have a 40/20/40 split bench seat				
3.1.3.4 Suspension	on .				
3.1.3.4.1	Must include a Snow Plow Package (which includes a heavier front suspension, electrical upgrades)				
3.1.3.4.2	Must include a minimum payload of 19,000 lbs.				
3.1.3.4.3	Must have rear dual wheels				
3.1.3.4.4	Must include automatic locking front hubs				
3.1.3.4.5	Must include a Trailer Tow Package with a wiring harness for trailer towing				
3.1.3.4.6	Must include all season radial tires				
3.1.3.5 General					
3.1.3.5.1	Truck must be a minimum eighty four inches (84") cab to axle to accommodate flatbed				
3.1.3.5.2	Spare tire and rim must be the same as the other tires and rims				
3.1.3.5.3	Cab exterior color must be silver				
3.1.3.6 Flatbed					
3.1.3.6.1	Must be minimum 12' in length and 96" wide				
3.1.3.6.2	Flatbed floor must be minimum 3/16" thick treadplate steel with factory electro-deposition primer to protect against corrosion, painted black and flatbed must be undercoated				

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources- Parks and Recreation Section
Purchase of Medium Duty Class 5 Dump Trucks

3.1.3.6.3	Must have minimum 7 gauge steel formed channel side and end rails
3.1.3.6.4	Must have minimum 4" structural channel cross members on 12" centers
3.1.3.6.5	Must have minimum 6" structural channel long sills
3.1.3.6.6	Must have recessed stake pockets in body side rails in the front, sides and rear, with minimum 4' steel stake rack sides and rears with spring loaded interlocking latches
3.1.3.6.7	Must have recess marker lights with rubber grommets
3.1.3.6.8	Must have rear mud flaps with mounting brackets on dump hoist sub-frame
3.1.3.6.9	Must have LED recessed stop, turn and tail lights in rear corners, with rubber grommets
3.1.3.6.10	Must have one (1) dump hoist, PTO powered with a minimum 12v electric shift with switch on dash, and direct mount hydraulic pump, a hydraulic oil reservoir with a minimum 12v electric shift hydraulic dump control valve
3.1.3.6.11	Must have a full length sub-frame with rear hinge
3.1.3.6.12	Must have a body safety prop
3.1.3.6.13	Must have body up warning light
3.1.3.6.14	Must feature audible back up alarm
3.1.3.6.15	Must have a 7 way round trailer plug

West Virginia Division of Natural Resources- Parks and Recreation Section Purchase of Medium Duty Class 5 Dump Trucks

- 3.1.4 Pre-delivery Inspection: Prior to delivery, all vehicles must be thoroughly inspected and serviced incompliance with the manufacturer's prescribed procedures which includes but not limited to:
 - 3.1.4.1 Complete vehicle lubrication;
 - 3.1.4.2 Confirm oil level, fill crank case as needed, top off all fluids
 - 3.1.4.3 Adjust engine to proper operating condition
 - 3.1.4.4 Verify tire pressure and correct as necessary
 - 3.1.4.5 Check four wheel alignment if applicable, perform alignment if needed, and balance all tires
 - 3.1.4.6 Wash/clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers) papers, tags, etc.
 - 3.1.4.7 Include a minimum of one owner's manual
 - 3.1.4.8 Upon delivery, the vehicles fuel tanks shall be full of fuel
 - 3.1.4.9 Include temporary license if required
 - 3.1.4.10 Affix a valid West Virginia State Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered
 - 3.1.4.11 No dealer insignia or other advertising shall be affixed to the vehicle or appear on any accessory such as mud flaps, bumpers, deck lids, etc. Vehicles with such advertising will be rejected

West Virginia Division of Natural Resources- Parks and Recreation Section Purchase of Medium Duty Class 5 Dump Trucks

- 3.1.4.12 Perform operational checks which will cover all controls, systems, and devices, doors, windows, accessories, and road testing of the completed vehicle. Vehicle shall be driven at various speed; brakes tested for dependability, vehicle checked for rattles, squeaks and must be in compliance with pre-delivery inspection/servicing procedures and make adjustments as necessary.
- 3.1.4.13 Workmanship: Vehicle shall be free from defects that may impair their operations, safety, emissions, and serviceability, or detract from appearance.

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 or Vendor's s that provide the Contract Items meeting the required specifications for the lowest overall total bid amount as shown on the Pricing Pages and the Contract may be awarded to multiple Vendors if it's in the best interest of WVDNR.
- 4.2 Pricing Page: Vendors should complete the Pricing Page by including price per line item that includes shipping fees. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendors MUST complete this form with their price information and include it as an attachment to their online response before bid opening date and time.
 - 4.2.1 Vendor should note Brand and Model of equipment being submitted. If Vendor is submitting an Equivalent Brand, this information including Brand and Model Number must be submitted with their bid submission. Vendor should provide with their submitted bid response product brochures for Or Equal products noting the areas of reference. This documentation may be required before award of contract.
 - 4.2.2 Vendors 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. <u>Vendors MUST complete this form with their price information and include it as an attachment to their online response before bid opening date and time.</u>

West Virginia Division of Natural Resources- Parks and Recreation Section Purchase of Medium Duty Class 5 Dump Trucks

4.2.3 If unable to respond online, Vendor must submit Exhibit A: Pricing Page with their submitted bid response prior to the scheduled bid opening date and time. Vendor is to enter TOTAL BID AMOUNT form Exhibit A: Pricing Page on the wvOasis Commodity line when submitting bid.

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. Vendor shall deliver the Contract Items within ninety (90) calendar days after receiving a purchase order. Contract Items must be delivered to Agency at Surplus Property, 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) calendar days in advance. Surplus Property will accept a maximum of twenty (20) vehicles per day and no deliveries will be accepted after 3:30 p.m. EST.

West Virginia Surplus Property 2700 Charles Avenue Dunbar, WV 25046

Contact Person: Doug Elkins, Vehicle Coordinator at (304)766-2626.

- 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.
- **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 the 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,

West Virginia Division of Natural Resources- Parks and Recreation Section Purchase of Medium Duty Class 5 Dump Trucks

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 thirty (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 the lower of the Vendor's customary restocking fee or five percent (5%) of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

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

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.

	Application is made for 2.5% vendor preference Bidder is an individual resident vendor and has resi ing the date of this certification; or,	ded continuously in West Virginia for four (4) years immediately preced-
X	Bidder is a partnership, association or corporation re	esident vendor and has maintained its headquarters or principal place of years immediately preceding the date of this certification;
	Bidder is a resident vendor partnership, associat of bidder held by another entity that meets the ap	tion, or corporation with at least eighty percent of ownership interest oplicable four year residency requirement; or ,
	Bidder is a nonresident vendor which has an affiliate and which has maintained its headquarters or princ years immediately preceding the date of this certifi	or subsidiary which employs a minimum of one hundred state residents cipal place of business within West Virginia continuously for the four (4) ication; or ,
2.	Application is made for 2.5% vendor preference Bidder is a resident vendor who certifies that, duri working on the project being bid are residents of Weinmediately preceding submission of this bid; or,	ce for the reason checked: ing the life of the contract, on average at least 75% of the employees est Virginia who have resided in the state continuously for the two years
3.	has an affiliate or subsidiary which maintains its hemploys a minimum of one hundred state resider completing the project which is the subject of the average at least seventy-five percent of the bidder	se for the reason checked: nimum of one hundred state residents, or a nonresident vendor which neadquarters or principal place of business within West Virginia and nts, and for purposes of producing or distributing the commodities or bidder's bid and continuously over the entire term of the project, on r's employees or the bidder's affiliate's or subsidiary's employees are estate continuously for the two immediately preceding years and the
4. 	Application is made for 5% vendor preference Bidder meets either the requirement of both subdivi	for the reason checked: isions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% vendor preference Bidder is an individual resident vendor who is a veter and has resided in West Virginia continuously for submitted; or,	te who is a veteran for the reason checked: an of the United States armed forces, the reserves or the National Guard r the four years immediately preceding the date on which the bid is
6.	purposes of producing or distributing the commoditie continuously over the entire term of the project, on	e who is a veteran for the reason checked: United States armed forces, the reserves or the National Guard, if, for es or completing the project which is the subject of the vendor's bid and average at least seventy-five percent of the vendor's employees are state continuously for the two immediately preceding years.
7.	dance with West Virginia Code §5A-3-59 and W	esident small, women- and minority-owned business, in accor- lest Virginia Code of State Rules. contract award by the Purchasing Division as a certified small, women-
requiren or (b) as	nents for such preference, the Secretary may order th	s that a Bidder receiving preference has failed to continue to meet the ne Director of Purchasing to: (a) rescind the contract or purchase order; of to exceed 5% of the bid amount and that such penalty will be paid to e on the contract or purchase order.
authorize the requ	es the Department of Revenue to disclose to the Direc	any reasonably requested information to the Purchasing Division and ctor of Purchasing appropriate information verifying that Bidder has paid does not contain the amounts of taxes paid nor any other information
and if ar	hereby certifies that this certificate is true and a nything contained within this certificate change sion in writing immediately.	securate in all respects; and that if a contract is issued to Bidder s during the term of the contract, Bidder will notify the Purchas-
Bidder:	π ω	Signed: Marlo Elli- Title: Flood Mar.
Date:	11/14/14	Title: flad Mg.

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the
Contract Administrator and the initial point of contact for matters relating to this Contract.
(Name Title)
(Name, Title) Charles Flis Fleet Mar.
(Dainted Manne and Title)
500 FOAD FAIRLANE. Chapmany, UE, WV 25508
(Address)
304.855.8300 304-855.8208
(Phone Number) / (Fax Number)
(email address)
(Milair addityss)
CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.
Monnhill FORD Lincoln
(Company)
\sim
1 V. a E10: A1 x 1/2.
(Authorized Signature) (Representative Name, Title)
(Authorized Signature) (Representative Name, Title)
Charles ELL'S FIEET MGR.
<i>(</i> 1).
Charles Ellis Fleet MgR. (Printed Name and Title of Authorized Representative)
Charles ELL'S FIEET MGR.
Chaples Ellis FIEET MgR. (Printed Name and Title of Authorized Representative) 11/14/14 (Date) 304-855-8300 304-855-8308
Charles Ellis Fleet MgR. (Printed Name and Title of Authorized Representative) /////// (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:

WITNESS THE FOLLOWING SIGNATURE:

May Commission Expires May 10, 2021

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"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, fallure 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 exceed 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.

Limibu A. Frieing Page West Virginia Division of Entiral Resources - Packs and Rectionium Section Medium Daty Class 5 Damp Trucks

0 0	Description	Year, Make and Model	QTY	Unit of Measure	time Price	Extended Price
3	Meanur, Lany Class & Durup Tree! with Four-Wheel (4) Drive	2017 Ford F550 F5H	.1	1-a(1:	50334.56	\$201338.24
				SUB	TOTAL "A".	\$201338.24
11.2	Medium Dary Class 5 Durap Tracks with Two Wheel (2) Drive	2017 Ford F550 F5G		Faco	47785.56	\$191142.24
				SUE	BTOTAL "B"	\$191142.24
Y;==	Medium Duty Class 5 Dunip Flatoud Truck with Four-Wheel (4) Drive	2017 Ford F550 F5H	*	trach	49533.56	\$49533.56
				SUE	TOTAL "C":	\$49533.56
		and the land	TOTAL P	RID AMOUN	VT = A + B + C	\$442014.04



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

State of West Virginia Request for Quotation 36 - Vehicles

Proc Folder: 258004 Doc Description: Addendum No. 01 - Class 5 Dump Trucks for Various Parks

Proc Type: Central Purchase Order

Version Date Issued Solicitation Closes Solicitation No 2016-10-20 2016-11-15 **CRFQ** 0310 DNR1700000013 2 13:30:00

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:

Thornhill FORD LINCOLN 500 FORD FRIELANK Chapmarville, WV 25508

304-855-8300

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham (304) 558-2157

brittany.e.ingraham@wv.gov

Signature X FEIN # 6
All offers subject to all terms and conditions contained in this solicitation

FEIN # 20-3146880

DATE 11/14/10

Page: 1

FORM ID: WV-PRC-CRFQ-001

ADDITIONAL INFORMATION:

Addendum

Addendum No. 01 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Parks and Recreation Section, to establish a contract for the one-time purchase of four (4) four-wheel drive medium duty Class 5 dump trucks, four (4) two-wheel drive medium duty Class 5 dump trucks, and one (1) four-wheel drive medium duty Class 4 flatbed truck form multiple State Parks, per the bid requirements, specifications, terms, and conditions attached to this solicitation.

INVOICE TO		SHIP TO:			
DIVISION OF NATURAL RESO WEST VIRGINIA STATE PAR		STATE OF WEST VIRO			
324 4TH AVE		2700 CHARLES AVEN	2700 CHARLES AVENUE		
SOUTH CHARLESTON	WV25303-1228	DUNBAR	WV 25064		
us		us			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Medium Duty, Class 5, Four-Wheel Drive Dump Trucks	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
25101601				
				· · · · · · · · · · · · · · · · · · ·

Extended Description:

Medium Duty, Class 5, Four-Wheel Drive Dump Trucks

INVOICE 10		SHIP TO	
DIVISION OF NATURAL RESO WEST VIRGINIA STATE PARK		STATE OF WEST VIRO	
324 4TH AVE		2700 CHARLES AVEN	UE
SOUTH CHARLESTON	WV25303-1228	DUNBAR	WV 25064
us		us	

Line	Comm Ln Desc	Qfy	Unit Issue	Unit Price	Total Price
2	Medium Duty, Class 5, Two-Wheel Drive Dump Trucks	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
25101601				

Extended Description:

Medium Duty, Class 5, Two-Wheel Drive Dump Trucks

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RES WEST VIRGINIA STATE PAR		STATE OF WEST VIRG	
324 4TH AVE		2700 CHARLES AVENU	JE
SOUTH CHARLESTON	WV25303-1228	DUNBAR	WV 25064
บร		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Medium Duty, Class 5, Four-Wheel Drive Dump Truck w/ Flatbed	1.00000	EA		
l	Direction of Francisco				

Comm Code	Manufacturer	Specification	Model #	
25101601				

Extended Description:

Medium Duty, Class 5, Four-Wheel Drive Dump Truck w/ Flatbed

SOLICITATION NUMBER: CRFQ DNR1700000013 Addendum Number: 01

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

Applicable Addendum Category:

1	/]	Modify bid opening date and time
[3	Modify specifications of product or service being sought
[I	Attachment of vendor questions and responses
[I	Attachment of pre-bid sign-in sheet
ţ	1	Correction of error
ſ	1	Other

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To reissue "Instruction to Vendors" section correcting the wrong published bid opening date.

Date was listed as: 11/15/2015

Date should have been: 11/15/2016

No other changes.

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

Terms and Conditions:

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

ATTACHMENT A

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

Solicitation will result in old disqualification.	
3. PREBID MEETING: The item identified below shall apply to this Solicitation.	
A pre-bid meeting will not be held prior to bid opening	
A NON-MANDATORY PRE-BID meeting will be held at the following place and time:	
A MANDATORY PRE-BID meeting will be held at the following place and time:	

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

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

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below 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: November 2, 2016 at 9:00 AM EST

Submit Questions to: Brittany Ingraham

2019 Washington Street, East

Charleston, WV 25305

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

Email: Brittany.E.Ingraham@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: BUYER: SOLICITATION NO.: BID OPENING DATE: BID OPENING TIME: FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus ______ N/A _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical
Cost

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

Bid Opening Date and Time: November 15, 2016 at 1:30 PM EST

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

- 8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. 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, womenowned, 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 include any "trade secrets" as defined by West Virginia Code § 47-22-I et seq. All submissions are subject to public disclosure without notice.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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:

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.

Company

Charles Elis

Authorized Signature

11/14/14

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

Revised 6/8/2012



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

State of West Virginia Request for Quotation 36 — Vehicles

Proc Folder: 258004

Doc Description: Addendum No. 02 - Class 5 Dump Trucks for Various Parks

Proc Type: Central Purchase Order

Date Issued Solicitation Closes Solicitation No
2016-11-04 2016-11-15 CRFQ 031

13:30:00

0310 DNR1700000013

Version

3

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:

Thornhill FORD CINCOLN 500 FORD FAIRLAND

Chapmanville, WV 25508

304-855-8300

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham (304) 558-2157

brittany.e.ingraham@wv.gov

Signature X Rules Ellis

FEIN# 20-3144880

DATE /1/14/16

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

ADDITIONAL INFORMATION

Addendum

Addendum No. 02 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Parks and Recreation Section, to establish a contract for the one-time purchase of four (4) four-wheel drive medium duty Class 5 dump trucks, four (4) two-wheel drive medium duty Class 5 dump trucks, and one (1) four-wheel drive medium duty Class 4 flatbed truck form multiple State Parks, per the bid requirements, specifications, terms, and conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESC WEST VIRGINIA STATE PARE 324 4TH AVE		STATE OF WEST VIRG IN CARE OF SURPLUS 2700 CHARLES AVEN	S PROPERTY
SOUTH CHARLESTON	WV 25303-1228	DUNBAR	WV 25064
us		บร	

Line Co	omm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1 M	edium Duty, Class 5, Four-Wheel rive Dump Trucks	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101601			

Extended Description:

Medium Duty, Class 5, Four-Wheel Drive Dump Trucks

INVOICE TO		SHIP 10	
DIVISION OF NATURAL RESO WEST VIRGINIA STATE PARI		STATE OF WEST VIRG	
324 4TH AVE		2700 CHARLES AVENU	JE
SOUTH CHARLESTON	WV25303-1228	DUNBAR	WV 25064
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Medium Duty, Class 5, Two-Wheel	4.00000	EA		
	Drive Dump Trucks				

Comm Code	Manufacturer	Specification	Model #	
25101601				

Extended Description:

Medium Duty, Class 5, Two-Wheel Drive Dump Trucks

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESI WEST VIRGINIA STATE PAR 324 4TH AVE		STATE OF WEST VIR IN CARE OF SURPLU 2700 CHARLES AVEN	IS PROPERTY
SOUTH CHARLESTON	WV25303-1228	DUNBAR	WV 25064
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Medium Duty, Class 5, Four-Wheel Drive Dump Truck w/ Flatbed	1.00000	EA		194111100

25101601	Manufacturer	Specification Model #	7
L			-

Extended Description :

Medium Duty, Class 5, Four-Wheel Drive Dump Truck w/ Flatbed

SOLICITATION NUMBER: CRFQ DNR1700000013 Addendum Number: 02

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

1		Modify bid opening date and time
]	Ì	Modify specifications of product or service being sought
fy	/	Attachment of vendor questions and responses
[1	Attachment of pre-bid sign-in sheet
1	1	Correction of error

Description of Modification to Solicitation:

l Other

Applicable Addendum Category:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish Vendor questions and Agency answers.

No other changes.

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

Terms and Conditions:

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

ATTACHMENT A

Class 5 Dump Trucks for Various Parks CRFQ DNR170000013 Vendor Questions and Agency Answers

- Q1.) Dump body understructure. Both are available, but the stainless steel structural members would be at least \$1500 more than carbon steel. We just need to know which type of steel is intended. Ref p.24 & p.28 (3.1.1.6.3, 3.1.1.6.4, and 3.1.2.6.3).
 - **A.1)** Dump body understructure shall be constructed of carbon steel pursuant to sections 3.1.1.6.3, 3.1.1.6.4, and 3.1.2.6.3.
- **Q2.)** The hoist called for is a "6" double acting direct lift pusher type". Most body builders would now use a scissors type of hoist similar to the attached specification. J&J believes that this style of hoist is more stable and provides a better mechanical lifting advantage over the "direct push" type of hoist. We would like the specification to permit the class 40 underbody hoist or the direct push hoist.
 - **A.2)** Delete 3.1.1.6.17 that states: "must have a 6" direct lift pusher type double acting cylinder; and replace with must have a scissor hoist that shall be a minimum class 40 scissor hoist with 12' bed, 12" overhang, 6" bore electric hydraulic, minimum 2500PSI with minimum 12 ton dump capacity.
- **Q3.)** Engine is specified as gasoline, minimum 360 HP and min 425 lbs torque. Ford F-550 6.8L V10 gasoline engine provides 288HP @ 4000RPM and 424 lbs of torque. This is fords strongest gas engine. Accept as equal? Or Is diesel a consideration?
 - A3.) An equal substitution shall be considered a minimum 6.2L V8 (4.88 limited slip / 6 speed automatic)
- **Q4.)** Specs called for an external transmission cooler. Not available from Factory with Ford, as an 11 channel cooling system is built in standard. I've included specs on the cooling system for review. Accept as equal?
 - **A4.)** Yes, 11 channel cooling system shall be accepted as an equal substitution.
- **Q5.)** You've specified minimum 19,000 GVWR. This is able to be achieved, but does require a 4.88 Limited slip rear axle, which conflicts with a later requirement of a 4.10-4.33 gear ratio. Even with base payload package of 18,000 GVWR, a 4.88 gear ratio NON limited slip is the only option with the gas engine. If you switch to diesel, we can provide the requested gear ratio, but only at 18,000 GVWR. To get 19,000 GVWR, gas or diesel, it is required to go to a 4.88 Gear ratio. Request to accept 4.88 limited slip gear ratio with 19,000 GVWR as equal.
 - **A5.)** Yes, 4.88 limited slip gear ratio with 19,000 GVWR shall be accepted as equal.

- **Q6.)** You've requested automatic locking hubs for 4 wheel drive. The gas engine again, eliminates this feature. To get an Electronic 4x4 Shift on the Fly with automatic front locking hubs, you would need to transition to the diesel engine. Otherwise, with the gas engine, your 4x4 shifter is on the floor, and you will need to manually lock the hubs from the front wheels. Please reconsider diesel, or remove automatic locking hubs from requirements.
 - **A6.)** Manual locking hubs, with 4x4 shifter on the floor shall be accepted. Delete reference automatic locking hubs for 4 wheel drive.
- Q7.) On Line Item 3, you requested a trailer brake controller, and a trailer tow package, but unlike the previous two vehicle descriptions, did not include what type of hitch you wanted installed on the flat bed. Do you want this hitch not to be included in vehicle 3? Or use the specs from previous vehicle type? Or please specify hitch requirements here.
 - **A7.)** a Class V Hitch (minimum 6,000 maximum 10,000 lbs) shall be required for the flatbed.
- **Q8.)** The truck I would like to bid for this RFQ is only available with a 4.88 rear axle ratio. The specification requests 4.10 4.33. Would 4.88 be acceptable?
 - **A8.)** A 4.88 rear axle ration shall be acceptable.



2017 F-350/F-450/F-550 Super Duty

Cooling System Specifications

Chassis Cabs

Specs > Cooling Systems

		Usage	Padisto					"an artical tations					
			Frontal	Cum Size (In.)				E i	Looting	In I to a b	wit Sprice		
Enclos :	Cooling		A.F.C.	air hjut	Vac 187;	i .	o'	Por	Capa ity	in Laok Trans. Couler	Yype	no, of istades	Runda Diak (sm.)
6.2L FFV V8	Std	All	837	27.5	30,43	1.02	1	12,1	21.0 (20.0)	Std	Plastic	8	20.0
6.8L V10	Std	All	837	27.5	30.43	1.02	1	12.1	27.5 (26)	Std	Plastic	8	20.0
6,7L Power Stroke V8 Turbo Diesel Main Loop	Std	All	1102	28,7	38.36	1.65	1	16.0	27.8 (26.3)	None	Plastic	9	24,57
6.7L Power Stroke V8 Turbo Diesel Secondary Loop	Std	Ali	828	21.0	39.37	1.65	3	18.0	11.05 (10.4)	Frame- mounted Oil to Coolant Heat Exchanger	Plastic	9	24.57

NOTE: For product features, please see Models & Packages and/or the Dealer Ordering Guide for availability.

Specs > Cooling Systems



Auxiliary Automatic Transmission Oil 2017 F-350/F-450/F-550 Super Duty Cooler Applications

Chassis Cabs

Sod 1	Euglina .	Thangraian ion	Conten-No. of Channels
All	6.21 FFV V8	6-speed Automatic Overdrive	20
	6.BL V10	5-speed Automatic Overdrive	n
	6.7L Power Stroke VB Turbo Diesel	6-speed Automatic Overdrive	None

NOTE: For product features, please see Models & Packages and/or the Dealer Ordering Guide for availability.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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.

(Chec	k th	e bo	ox next to each addendum	received	i)	
	[)	Addendum No. I	[]	Addendum No. 6
	[>	(]	Addendum No. 2	Ĺ	}	Addendum No. 7
	t	ή	Addendum No. 3	Ţ.]	Addendum No. 8
	[]	Addendum No. 4	[]	Addendum No. 9
	[]	Addendum No. 5	١	1	Addendum No. 10

Addendum Numbers Received:

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.

Thornhill Ford Lincoln

Company

Charle Ellis

Authorized Signature

11/14/16

Date

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



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130 State of West Virginia Request for Quotation 36 — Vehicles

Proc Folder: 258004

Doc Description: Addendum No. 02 - Class 5 Dump Trucks for Various Parks

Proc Type: Central Purchase Order

 Date issued
 Solicitation Closes
 Solicitation No
 Version

 2016-11-04
 2016-11-15 13:30:00
 CRFQ
 0310 DNR1700000013
 3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

YENDOR

Vendor Name, Address and Telephone Number:

Thornhill FOAD Lincoln 500 FORD FAIRLANE Chapmanville, WV 25508

304-855-8300

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham (304) 558-2157

brittany.e.ingraham@wv.gov

Signature X Haul Ellis

FEIN# 20-3146880

DATE 15/14/16

ADDITIONAL INFORMATION.

Addendum

Addendum No. 02 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Parks and Recreation Section, to establish a contract for the one-time purchase of four (4) four-wheel drive medium duty Class 5 dump trucks, four (4) two-wheel drive medium duty Class 5 dump trucks, and one (1) four-wheel drive medium duty Class 4 flatbed truck form multiple State Parks, per the bid requirements, specifications, terms, and conditions attached to this solicitation.

IN DICE TO		SHIP TO			
DIVISION OF NATURAL RESO WEST VIRGINIA STATE PARK		IN CARE OF SURPLUS	STATE OF WEST VIRGINIA IN CARE OF SURPLUS PROPERTY		
324 4TH AVE		2700 CHARLES AVEN	UE		
SOUTH CHARLESTON	WV25303-1228	DUNBAR	WV 25064		
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Medium Duty, Class 5, Four-Wheel Drive Dump Trucks	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
25101601	•			

Extended Description:

Medium Duty, Class 5, Four-Wheel Drive Dump Trucks

INVOICE TO		s HP TO	
DIVISION OF NATURAL RESOU WEST VIRGINIA STATE PARKS 324 4TH AVE		STATE OF WEST VIRO IN CARE OF SURPLUS 2700 CHARLES AVEN	S PROPERTY
SOUTH CHARLESTON	WV25303-1228	DUNBAR	WV 25064
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Medium Duty, Class 5, Two-Wheel Drive Dump Trucks	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
25101601				

Extended Description:

Medium Duty, Class 5, Two-Wheel Drive Dump Trucks

IN VOICE TO		SHPTO			
DIVISION OF NATURAL RESOURG WEST VIRGINIA STATE PARKS	CES	STATE OF WEST VIRGINIA IN CARE OF SURPLUS PROPERTY			
324 4TH AVE		2700 CHARLES AVENUE			
SOUTH CHARLESTON	WV25303-1228	DUNBAR	WV 25064		
us		us			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Medium Duty, Class 5, Four-Wheel Drive Dump Truck w/ Flatbed	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
25101601				

Extended Description:

Medium Duty, Class 5, Four-Wheel Drive Dump Truck w/ Flatbed

	Document Phase	Document Description	Page 4
DNR1700000013	Final	Addendum No. 02 - Class 5 Dump Trucks	of 4
		for Various Parks	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130 State of West Virginia Request for Quotation 36 — Vehicles

Proc Folder: 258004

Doc Description: Addendum No. 01 - Class 5 Dump Trucks for Various Parks

Proc Type: Central Purchase Order

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2016-10-20
 2016-11-15 13:30:00
 CRFQ
 0310 DNR1700000013
 2

BIO RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Thornhill Ford Lincoln SOO FORD FAIRLYNE Chapmanuille, WV 25508

304-855-8300

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham (304) 558-2157

brittany.e.ingraham@wv.gov

Signature & Youls Ellis

FEIN# 20-3146880

DATE /1/14/1/

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

ADDITIONAL INFORMAITON:

Addendum

Addendum No. 01 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Parks and Recreation Section, to establish a contract for the one-time purchase of four (4) four-wheel drive medium duty Class 5 dump trucks, four (4) two-wheel drive medium duty Class 5 dump trucks, and one (1) four-wheel drive medium duty Class 4 flatbed truck form multiple State Parks, per the bid requirements, specifications, terms, and conditions attached to this solicitation.

INVOICETO		SHIP TO	
DIVISION OF NATURAL RESO WEST VIRGINIA STATE PAR		STATE OF WEST VIRO	
324 4TH AVE		2700 CHARLES AVEN	IUE
SOUTH CHARLESTON	WV25303-1228	DUNBAR	WV 25064
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Medium Duty, Class 5, Four-Wheel Drive Dump Trucks	4.00000	EA	· · · · ·	

Comm Code	Manufacturer	Specification	Model #	
25101601	•			

Extended Description:

Medium Duty, Class 5, Four-Wheel Drive Dump Trucks

INVOKE TO		SHIP TO	
DIVISION OF NATURAL RESO WEST VIRGINIA STATE PARK 324 4TH AVE		STATE OF WEST VIRG IN CARE OF SURPLUS 2700 CHARLES AVENU	PROPERTY
SOUTH CHARLESTON	WV25303-1228	DUNBAR	WV 25064
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Medium Duty, Class 5, Two-Wheel Drive Dump Trucks	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
25101601			· · · · · · · · · · · · · · · · · · ·	
				i

Extended Description:

Medium Duty, Class 5, Two-Wheel Drive Dump Trucks

INVOIGETO		SHI- 10	
DIVISION OF NATURAL RESO WEST VIRGINIA STATE PARK 324 4TH AVE		STATE OF WEST VIRG IN CARE OF SURPLUS 2700 CHARLES AVENU	SPROPERTY
SOUTH CHARLESTON	WV25303-1228	DUNBAR	WV 25064
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Medium Duty, Class 5, Four-Wheel Drive Dump Truck w/ Flatbed	1.00000	EA	* * * *	

Comm Code	Manufacturer	Specification	Model #	
25101601		·		

Extended Description :

Medium Duty, Class 5, Four-Wheel Drive Dump Truck w/ Flatbed

Γ		Document Phase	Document Description	Page 4
	DNR1700000013	Final	Addendum No. 01 - Class 5 Dump Trucks	of 4
			for Various Parks	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia **Request for Quotation** 36 - Vehicles

Proc Folder: 258004

Doc Description: Purchase of nine (9) Class 5 Dump Trucks for Various Parks

Proc Type: Central Purchase Order

Version Solicitation Closes Solicitation No Date Issued 2016-10-19 2016-11-15 **CRFQ** 0310 DNR1700000013 13:30:00

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:
Thoughill FORD Lincoln
500 FOR'S FAIRLANG
CHAPMANITLE, WV 25508

304-855-8300

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham (304) 558-2157

brittany.e.ingraham@wv.gov

Signature X

FEIN# 20-3146880

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Parks and Recreation Section, to establish a contract for the one-time purchase of four (4) four-wheel drive medium duty Class 5 dump trucks, four (4) two-wheel drive medium duty Class 5 dump trucks, and one (1) four-wheel drive medium duty Class 4 flatbed truck form multiple State Parks, per the bid requirements, specifications, terms, and conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESO WEST VIRGINIA STATE PARK 324 4TH AVE		STATE OF WEST VIRO IN CARE OF SURPLUS 2700 CHARLES AVEN	S PROPERTY
SOUTH CHARLESTON	WV25303-1228	DUNBAR	WV 25064
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Medium Duty, Class 5, Four-Wheel Drive Dump Trucks	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
25101601				

Extended Description:

Medium Duty, Class 5, Four-Wheel Drive Dump Trucks

NYCICE TO		SHIP TO	
DIVISION OF NATURAL RES WEST VIRGINIA STATE PAR	77776227	STATE OF WEST VIRO	= 11 11 1
324 4TH AVE		2700 CHARLES AVEN	UE
SOUTH CHARLESTON	WV25303-1228	DUNBAR	WV 25064
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Medium Duty, Class 5, Two-Wheel Drive Dumo Trucks	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
25101601				

Extended Description:

Medium Duty, Class 5, Two-Wheel Drive Dump Trucks

INVOICE TO		SHIP (U)	
DIVISION OF NATURAL RESO WEST VIRGINIA STATE PARK 324 4TH AVE		STATE OF WEST VIRG IN CARE OF SURPLUS 2700 CHARLES AVENU	PROPERTY
SOUTH CHARLESTON	WV25303-1228	DUNBAR	WV 25064
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Medium Duty, Class 5, Four-Wheel Drive Dump Truck w/ Flatbed	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
25101601				

Extended Description :

Medium Duty, Class 5, Four-Wheel Drive Dump Truck w/ Flatbed

		Document Phase	Document Description	Page 4
DNR1	170000013	Final	Purchase of nine (9) Class 5 Dump Trucks	of 4
			for Various Parks	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions