



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

State of West Virginia
 Centralized Request for Quote
 Vehicles

Proc Folder: 1270005			Reason for Modification: Addendum No. 1
Doc Description: Hydraulic Telescopic Articulating Aerial Bucket Truck			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-09-15	2023-09-19 13:30	CRFQ 0211 GSD2400000001	2

BID RECEIVING LOCATION

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

Handwritten: B14

09/15/23 15:36:40
 WV Purchasing Division

VENDOR

Vendor Customer Code: 000000199714

Vendor Name: *Stephens Auto Center*

Address: *PO Box 278*

Street: *104 Stephens Drive*

City: *Danville*

State: *WV* **Country:** *USA* **Zip:** *25053*

Principal Contact: *Mike Ballard*

Vendor Contact Phone: *304-369-2411* **Extension:** *33*

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X *M.W. Ballard* **FEIN#** *55-012-8010* **DATE** *9-15-23*

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

ADDITIONAL INFORMATION

Request for Quotation
One-Time Purchase

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Administration to establish a contract for the one-time purchase of one (1) Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck, as defined in the General Requirements in Section 3, for the General Services Division located at 1900 Kanawha Boulevard East, Charleston, WV 25305. Vehicle must be delivered, and vendor must provide training to the agency on operation and maintenance of the unit per the bid requirements, specification and terms and conditions as attached herein.

INVOICE TO

SHIP TO

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
DIVISION

103 MICHIGAN AVENUE
CHARLESTON WV
US

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
DIVISION BLDG 11 - CHILLER
PLANT
218 CALIFORNIA AVE
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Hydraulic Telescopic Articulating Aerial Bucket Truck	1.00000	EA	<i>#163,735.00</i>	<i>#163,735.00</i>

Comm Code	Manufacturer	Specification	Model #
25101911	<i>Ford</i>	<i>F-550 4X4</i>	<i>W5H Crew</i>

Extended Description:
Base Bid. Per attached Specifications

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 11 - CHILLER PLANT 218 CALIFORNIA AVE CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Power Inverter Package	1.00000	EA	<i>\$ 6,532.00</i>	<i>\$170,267.00</i>

Comm Code	Manufacturer	Specification	Model #
25101911	<i>Ford</i>	<i>F-550 4X4</i>	<i>W5H Crew</i>

Extended Description:
Alternate # 1. Per attached Specifications

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid meeting @ 10 AM	2023-09-05
2	Vendor question deadline @ 1 PM	2023-09-12

	Document Phase	Document Description	Page 4
GSD2400000001	Final	Hydraulic Telescopic Articulating Aerial Bucket Truck	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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SHIP TO

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
DIVISION

103 MICHIGAN AVENUE
CHARLESTON WV
US

DEPARTMENT OF
ADMINISTRATION
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SOLICITATION NUMBER: CRFQ GSD2400000001
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum is issued to publish and distribute the following information to the Vendor community.

1. To publish the pre-bid sign-in sheet, per Addendum A.

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ GSD240000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Stephens Auto Center

Company

M. W. Ballard

Authorized Signature

9-15-23

Date

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

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ GSD2400000001

Date of Pre-Bid Meeting: 9/5/2023 10:00am

Location of Prebid Meeting: Bldg. 11 2nd Flr. Conf. Rm

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
 For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Stephens Auto	Mike Ballard	PO Box 278 Danville, WV 25053	304-369-2411	304-369-2490	mballard@ stephensauto.com

**One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.*

ATTACHMENT A

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid meeting @ 10 AM	2023-09-05
2	Vendor question deadline @ 1 PM	2023-09-12

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

GSD Central Chiller Plant, Building 12

2nd Floor Conference Room

218 California Avenue

Charleston, WV 25305

10:00 am, Tuesday, September 5th, 2023

Building requires vendors to be admitted by GSD personnel, please arrive prior to the meeting.

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

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

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

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

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

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

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

Question Submission Deadline: Tuesday, September 12, 2023 by 1:00pm

Submit Questions to: Melissa Pettrey
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Melissa.K.Pettrey@wv.gov

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

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

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

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

Bid Delivery Address and Fax Number:

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

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

VENDOR NAME:

BUYER: Melissa Pettrey, Senior Buyer
SOLICITATION NO.: CRFQ GSD2400000001
BID OPENING DATE: Tuesday, September 19, 2023
BID OPENING TIME: 1:30 pm
FAX NUMBER: 304-558-3970

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

Bid Opening Date and Time: Tuesday, September 19, 2023 1:30 pm

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

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

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

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

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

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

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

the contract will continue for _____ years;

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

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

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

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

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

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

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

Revised 11/1/2022

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

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Mike Ballard Fleet Mgr.
(Address) Po Box 278 Danville, WV 25053
(Phone Number) / (Fax Number) 304-369-2411 304-369-2490
(Email address) mballard@stephensauto.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Stephens Auto Center
(Company) M. W. Ballard
(Signature of Authorized Representative) Mike Ballard Fleet Mgr. 9-13-23
(Printed Name and Title of Authorized Representative) (Date)
304-369-2411 304-369-2490
(Phone Number) (Fax Number)
mballard@stephensauto.com
(Email Address)

REQUEST FOR QUOTATION
Crew Cab Hydraulic Telescopic Articulating Aerial Bucket Truck
CRFQ GSD240000001

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Administration to establish a contract for the one-time purchase of one (1) Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck, as defined in the General Requirements in Section 3, for the General Services Division located at 1900 Kanawha Boulevard East, Charleston, WV 25305. Vehicle must be delivered, and vendor must provide training to the agency on operation and maintenance of the unit.

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 Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck 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.

3. **GENERAL REQUIREMENTS:**
 - 3.1. **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1. **Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck. 2024 Ford F-550 (or equal), or current model year.**
 - 3.1.1.1. **Truck, Crew Cab/Chassis, 4 Wheel Drive.**
 - 3.1.1.1.1. The GVWR rating shall be 19,500 pounds, minimum.
 - 3.1.1.1.2. Cab to axle dimension shall be 84 inches, minimum.
 - 3.1.1.1.3. Shall have power take off (PTO) provision installed.
 - 3.1.1.1.4. The unit specified herein and offered shall be manufactured on or after January 1, 2023, and be clearly identified and marked with the date of manufacture.
 - 3.1.1.1.5. Shall be 4-door "crew cab."
 - 3.1.1.2. **Engine.**
 - 3.1.1.2.1. Must be a minimum 8 – cylinder gasoline engine.
 - 3.1.1.2.2. Engine shall have the manufacturer's largest cooling system available.

REQUEST FOR QUOTATION
Crew Cab Hydraulic Telescopic Articulating Aerial Bucket Truck
CRFQ GSD240000001

3.1.1.3. Transmission and Transfer Case.

- 3.1.1.3.1. Shall have automatic transmission.
- 3.1.1.3.2. Transmission shall have the manufacturer's largest external transmission cooler available.
- 3.1.1.3.3. Shall have electronic shift-on-the-go or manual 4x4 transfer case.

3.1.1.4. Cab and Interior Features

- 3.1.1.4.1. Shall be Oxford White (or equal) in color.
- 3.1.1.4.2. Shall have power windows and locks.
- 3.1.1.4.3. Shall have heating and air conditioning.
- 3.1.1.4.4. Shall have tilt steering column.
- 3.1.1.4.5. Shall have AM/FM radio with wireless connectivity.
- 3.1.1.4.6. Shall have left and right-side heated mirrors.
- 3.1.1.4.7. Shall have license plate mounts, front, and rear.
- 3.1.1.4.8. Shall have factory installed mud flaps and platform running boards.
- 3.1.1.4.9. Shall have a minimum of one (1) 12-volt auxiliary power outlet.
- 3.1.1.4.10. Shall have a minimum of one (a) 115-volt outlet.
- 3.1.1.4.11. Shall have a rear-view back-up camera.
- 3.1.1.4.12. Shall have a backup alarm package and warning lights.
- 3.1.1.4.13. Shall have an Integral Trailer Brake Controller.
- 3.1.1.4.14. Shall have a master switch in the cab for all strobe lights.
- 3.1.1.4.15. Shall have a fire extinguisher, emergency triangle set, and first aid kit.
- 3.1.1.4.16. Shall have a split bench seat.
- 3.1.1.4.17. Shall have vinyl floor covering.

3.1.1.5. Suspension

- 3.1.1.5.1. Shall have Level -Ride rear truck suspension (torsion bar) stabilizer on rear truck chassis axle and suspension.
- 3.1.1.5.2. Shall have mid chassis outriggers.
- 3.1.1.5.3. Shall have All-Terrain radial tires.
- 3.1.1.5.4. Shall have a limited slip differential rear end.
- 3.1.1.5.5. Shall have disc brakes with ABS.
- 3.1.1.5.6. Shall have air equalization system on rear wheels.

3.1.1.6. Fuel Tank

- 3.1.1.6.1. Shall be a minimum of 30 gallons.

REQUEST FOR QUOTATION
Crew Cab Hydraulic Telescopic Articulating Aerial Bucket Truck
CRFQ GSD2400000001

3.1.1.7. Service Truck Body

- 3.1.1.7.1. Shall have a Knapheide 6132D54J (or equal) galvanized steel service body.
- 3.1.1.7.2. Shall have galvanized steel compartment doors with continuous stainless steel door hinges and hinge pins.
- 3.1.1.7.3. Shall have stainless steel rotary paddle latches.
- 3.1.1.7.4. Shall have spring loaded door retainers on all vertical doors.
- 3.1.1.7.5. Shall have a standard shelving package with adjustable shelves and dividers.
- 3.1.1.7.6. Utility body shall have complete immersion electro deposition primer and painted to match cab color.
- 3.1.1.7.7. Shall have one (1) side mount ladder rack with angle guide rails and rear roller assembly mounted on top of the passenger side of the service body.
- 3.1.1.7.8. Shall have a master locking manual bar system on the rear of utility body on each side.

3.1.1.8. Rear Platform Extension

- 3.1.1.8.1. Shall have curb sidewalk up steps.
- 3.1.1.8.2. Shall have two grab handles mounted on curb side.
- 3.1.1.8.3. Shall have LED taillights, brake lights, turn lights, and back-up lights.
- 3.1.1.8.4. Shall have all marker lights and reflectors to conform to Federal Motor Vehicle Safety Standards.
- 3.1.1.8.5. Shall have a universal wiring harness for above lights.

3.1.1.9. Towing Package

- 3.1.1.9.1. Shall have a trailer towing package to include pintle hook and safety chain eyes.
- 3.1.1.9.2. Shall have a class V receiver hitch with 2" and 2 5/16" hitch.
- 3.1.1.9.3. Shall have a 2-1/2" to 2" receiver bushing adapter.
- 3.1.1.9.4. Shall have a 7-way trailer plug.

3.1.1.10. Strobe Lights

- 3.1.1.10.1. Shall have two (2) amber LED strobe lights on the truck front grill (one on each side).
- 3.1.1.10.2. Shall have two (2) amber LED strobe lights on the rear of utility body (one on each side).
- 3.1.1.10.3. Shall have two (2) post mounted amber LED strobe lights installed above the first vertical compartments (one on each side).

REQUEST FOR QUOTATION
Crew Cab Hydraulic Telescopic Articulating Aerial Bucket Truck
CRFQ GSD2400000001

3.1.1.11. Aerial Bucket Lift.

- 3.1.1.11.1. Shall have one (1) ArmLift TKS44BR (or equal) non-insulated steel telescopic boom.
- 3.1.1.11.2. Maximum Working Height shall be at least 40 feet.
- 3.1.1.11.3. Maximum Horizontal Reach shall be at least 27 feet 6 inches.
- 3.1.1.11.4. Platform capacity shall be at least 500 pounds, 2-person.
- 3.1.1.11.5. Shall have 360-degree continuous rotation.
- 3.1.1.11.6. Shall have 180-degree hydraulic platform rotation, 90 degrees to each side.
- 3.1.1.11.7. Shall have a joystick controller in the bucket for all hydraulic functions with full feathering controls.
- 3.1.1.11.8. Shall have engine start and stop from bucket and base.
- 3.1.1.11.9. Shall have full controls at bucket and base with base override.
- 3.1.1.11.10. Shall have hydraulic bucket leveling.
- 3.1.1.11.11. Shall have manual emergency descent valve at bucket.
- 3.1.1.11.12. Shall have steel bucket with a walk-through opening facing the curbside.
- 3.1.1.11.13. Shall have counterbalance valves on all hydraulic cylinders.
- 3.1.1.11.14. Aerial bucket lift must be tested and certified per ANSI A92.2-2001

3.1.1.12. Pre-delivery Inspection: Prior to delivery, must be thoroughly inspected and serviced in compliance with the manufacturers prescribed procedures.

- 3.1.1.12.1. Complete vehicle lubrication.
- 3.1.1.12.2. Confirm oil level, fill crank case as needed, top off all fluids.
- 3.1.1.12.3. Adjust engine to proper operating condition.
- 3.1.1.12.4. Verify tires pressure and correct as necessary.
- 3.1.1.12.5. Check front end alignment or four-wheel alignment if applicable, perform alignment if needed, and balance all tires.
- 3.1.1.12.6. Wash/Clean interior and exterior of vehicle.
- 3.1.1.12.7. Remove all unnecessary tags, stickers (including window stickers), papers, tags etc.
- 3.1.1.12.8. Window stickers need to be removed and placed inside the vehicle.
- 3.1.1.12.9. Include a minimum of one owner's manual.
- 3.1.1.12.10. Upon delivery, the vehicle's fuel tank shall be full of fuel.
- 3.1.1.12.11. Include temporary license if required.
- 3.1.1.12.12. Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month it is delivered.

REQUEST FOR QUOTATION
Crew Cab Hydraulic Telescopic Articulating Aerial Bucket Truck
CRFQ GSD240000001

- 3.1.1.12.13. 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 delivered with such advertising will be rejected.
- 3.1.1.12.14. Perform operational checks which will cover all controls, systems, and devices, doors, windows, accessories, and road testing of the completed vehicle.
- 3.1.1.12.15. Vehicle shall be driven at various speeds; brakes tested for dependability, vehicle checked for rattles, squeaks, and must follow pre-delivery inspection/servicing procedures and adjust as necessary.
- 3.1.1.12.16. Vendor shall provide two (2) Operator's Manuals, two (2) Service Manuals, one (1) Manual of Responsibilities, and one (1) EMI Safety Manual.

3.1.2. Alternate #1: Power Inverter Package

- 3.1.2.1. Shall have one (1) Dimensions 12/2400N (or equal) Pure-Sine Inverter mounted in left horizontal truck body compartment.
- 3.1.2.2. Shall have an on/off master switch in the cab for the power inverter utilizing one (1) OEM accessory switch.
- 3.1.2.3. Shall include one (1) group-31 deep cycle battery and enclosed battery box vented to the body exterior.
- 3.1.2.4. Shall have wire inverter output through aerial device slip ring to provide power to a platform mounted GFI outlet.

3.1.3. Pre-Build Meeting

- 3.1.3.1. After award of contract vendor will schedule a **MANDATORY PRE-BUILD MEETING** with the successful vendor within fifteen (15) business days of award of contract.

4. CONTRACT AWARD:

- 4.1. **Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2. **Pricing Page:** Vendor should complete the Pricing Page by indicating the Lump Sum Fee for the vehicle including all required components and indicating the Lump Sum Fee for the Alternate #1 package (which would include installation). 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.

REQUEST FOR QUOTATION
Crew Cab Hydraulic Telescopic Articulating Aerial Bucket Truck
CRFQ GSD2400000001

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

5. PAYMENT:

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

5.2. Invoices: Invoices shall be submitted for payment (in arrears) and must include, at a minimum, invoice date, FEIN number, complete address of vendor, purchase order (not solicitation) number. *No 'P' card*

Invoices shall be mailed to the following address:

General Services Division
103 Michigan Avenue
Building 18
Charleston, WV 25311

or emailed to GSDInvoices@wv.gov

6. DELIVERY AND RETURN:

No Guarantee
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 and assemble the Contract Items within 300 business days after receiving a purchase order. Contract Items must be delivered, assembled and set-up at Agency location at the Capitol Complex, General Services Division, located at 1900 Kanawha Boulevard East, Charleston, WV 25305

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.

6.3. Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4. Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified those 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 FOR QUOTATION
Crew Cab Hydraulic Telescopic Articulating Aerial Bucket Truck
CRFQ GSD2400000001

request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

7. VENDOR DEFAULT:

7.1. The following shall be considered a vendor default under this Contract.

7.1.1. Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2. Failure to comply with other specifications and requirements contained herein.

7.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4. Failure to remedy deficient performance upon request.

7.2. The following remedies shall be available to Agency upon default.

7.2.1. Immediate cancellation of the Contract.

7.2.2. Immediate cancellation of one or more release orders issued under this Contract.

7.2.3. Any other remedies available in law or equity.

REQUEST FOR QUOTATION
Crew Cab Hydraulic Telescopic Articulating Aerial Bucket Truck
CRFQ GSD240000001

EXHIBIT A - Pricing Page

Name of Bidder:

Stephens Auto Center

Hydraulic Telescopic Articulating Aerial Bucket Truck (wvOASIS Commodity Line 1)

\$ 163,735.00 (A)

Power Inverter Package – Alternate #1 (wvOASIS Commodity Line 2)

\$ 6,532.00 (B)

Total Bid Amount (A+B)

\$ 170,267.00



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)
09/07/2023

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

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

PRODUCER Reschini Agency, Inc. 922 Philadelphia Street P.O. Box 449 Indiana PA 15701		CONTACT NAME: Jeanette Marcus, CISR PHONE (A/C, No, Ext): (724)349-1300 FAX (A/C, No): (724)349-1446 E-MAIL ADDRESS: jmarcus@reschini.com	
INSURED Boone Motor Sales, Inc., DBA: Stephens Auto Center PO Box 278 107 Stephens Dr Danville WV 25053		INSURER(S) AFFORDING COVERAGE INSURER A: GuideOne National Insurance Company NAIC # 14167 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES PROD / CUSTOMER ID: 00004408 **CERTIFICATE #:** 23-24 Garage Liability **REVISION #:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS	Y		63P100154-02	08/08/2023	08/08/2024	AUTO ONLY (Ea accident) \$ 1,000,000 OTHER THAN AUTO ONLY EA ACCIDENT \$ 1,000,000 AGGREGATE \$ 3,000,000
	<input type="checkbox"/> GARAGE KEEPERS LIABILITY <input type="checkbox"/> LEGAL LIABILITY <input type="checkbox"/> DIRECT BASIS <input type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS						<input checked="" type="checkbox"/> COMP / OTC SPECIFIED PERILS LOC 7 \$ 500,000 <input checked="" type="checkbox"/> COLLISION LOC 7 \$ 500,000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			63P100154-02	08/08/2023	08/08/2024	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG Identity Recovery \$ 25,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			63U400146-02	08/08/2023	08/08/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Auto Inventory Limit			63P100154-02	08/08/2023	08/08/2024	Blanket Coverage \$ 1,525,000 Deductible 10,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of West Virginia
 2019 Washington Street East
 Charleston WV 25305

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

AUTHORIZED REPRESENTATIVE

Jeanette Marcus

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
8. **Application is made for reciprocal preference.**
 Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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

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

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

Bidder: Stephens Auto Center

Signed: M.W. Ballard

Date: 9-13-23

Title: Fleet Mgr.

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

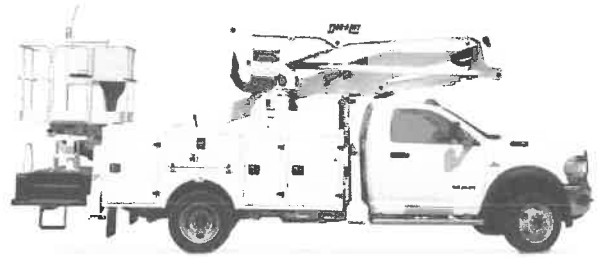
TERMS & CONDITIONS OF SALE APPLYING TO ALL PRODUCTS MANUFACTURED

1. Prices. On shipments of stock or standard items (which are priced from the catalog) prices in effect at the time of delivery will apply. Purchaser is advised that prices may fluctuate from time of order to time of delivery due to changes in material pricing or other factors. The price stated herein shall be in United States currency. The Company's prices do not include present or future sales, use, excise, or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, or other similar tax applicable to the sale of the products hereunder or the use of such products by the Company or by the Purchaser shall be paid by the Purchaser, or in lieu thereof, the Purchaser shall provide the Company with an appropriate tax exemption certificate.
2. Delay in shipments. If shipments are delayed by the Purchaser, payment shall become due on the date when the Company is prepared to make shipment. Products held ordered for the Purchaser shall be at the risk and expense of the Purchaser.
3. Right to Require Advance Payment. If the financial condition of the Purchaser at any time does not, in the judgment of the Company, justify continuance of the work to be performed by the Company hereunder on the terms of payment originally specified, the Company may require full or partial payment in advance and, bankruptcy or insolvency of the Purchaser, or the commencement of any proceeding against the Purchaser under the bankruptcy or insolvency laws, shall constitute a material breach by the Purchaser, and shall entitle the Company to any remedies provided by law.
4. Title and Risk of Loss. Unless otherwise specifically provided in writing, title to the product shall pass to the Purchaser upon delivery to the carrier at point of shipment and thereupon all risk of loss or damage shall be upon Purchaser whose responsibility it shall be to file claims with the carrier. All shipments are F.O.B. Company's Plant. Shipping dates are approximate and are based upon the prompt receipt of all necessary information. The Company shall not be liable for delay in delivery, or failure to manufacture, due to causes beyond its reasonable control, or due to acts of God, acts of the Purchaser, acts of civil or military authority, priorities, fire, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation, car shortages, and inability due to causes beyond its reasonable control to obtain necessary labor, materials, or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.
5. Exclusion of Warranties. THE WARRANTIES STATED IN THE PRODUCT OWNER'S MANUAL, IF ANY, ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
6. Indemnification. The Purchaser agrees to indemnify, defend, and hold harmless, the Company, its directors, officers, agents, consignees, employees and representatives from and against all expenses, damages, claims, suits, settlements or liabilities of any kind whatsoever including but not limited to breach of warranties, accidents, occurrences, injuries and losses to or of any person or property wherever, which arises as a result of Purchaser's alteration, modification, assembly or reassembly or any of the Company's products named herein.
7. Time Limit of claims. No claims for shortage in weight or count will be honored by the Company unless presented within five (5) working days after receipt of the goods by Buyer.
8. Returned goods. Returns are subject to those conditions as Seller shall specify. Permission for all returns must first be secured from Seller in writing.
9. Cancellation. In the event Purchaser shall cancel their order, written notice must first be given to the Company, and in that event shall be entitled to reasonable compensation and expenses incurred.
10. Limitation of Actions. Buyer agrees that an action for breach hereunder shall be commenced within one (1) year of the date of shipment. In no event shall any claim for special or consequential damages be made by either party.
11. Recommendations. Any recommendations made by the Company concerning uses of or applications of the products sold hereunder are believed reliable, but the Company makes no warranty, express or implied, of results to be obtained. The Purchaser assumes all responsibility for loss or damage resulting from the handling or use of said products.
12. Assignment requires written consent. In the event Purchaser shall assign his order, or any interest therein or any rights hereunder, without the prior written consent of the Company, the order may be canceled at the Company's option within twenty (20) days of the receipt of notice by the Company of such assignment.
13. Iowa law governs. The sale of goods hereunder shall be governed by the laws of the State of Iowa.
14. Entire agreement. This invoice contains the entire agreement between the Company and the Purchaser respecting the subject matter hereof and any representation, promise, condition, or understanding not contained herein shall not be binding upon either party unless reduced to writing and signed on the Company's behalf by its authorized representative. No Waiver, alteration or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of the Company.
15. Acceptance. Payment of this invoice or acceptance of delivery of the goods herein specified constitutes acceptance of the foregoing terms and conditions.

DPM3 SERIES

Models: DPM3(S)-56, DPM3(S)-51, DPM3(S)-44, DPM3(S)-40 with AW or SW basket

- TELESCOPIC ARTICULATING
- AUXILIARY WINCH LIFTS UP TO 150#, OPTIONAL
- WORKING HEIGHT UP TO 60'8"
- 36" X 60" BOTTOM-MOUNT, ALUMINUM BASKET
- 180-DEGREE BASKET ROTATOR
- INSULATED, CAT. D (DPM3) OR NON-INSULATED (DPM3S)



DPM3 SPECIFICATIONS

	DPM3(S)-56	DPM3(S)-51	DPM3(S)-44	DPM3(S)-40
Working height	60'8"	56'6"	49'5"	45'7"
Maximum side reach	29'7"	30'6"	31'3"	27'3"
Approx. stowed travel height	11'6"	10'5"	10'5"	10'5"
Extension boom travel	120"	120"	120"	96"
Main boom travel	-30° to 75°	-30° to 75°	-29° to 75°	-29° to 75°
Articulated boom travel	0° to 74°	0° to 74°	0° to +81°	0° to +81°
AW basket capacity, winch in use	400 lbs.	400 lbs.	400 lbs.	400 lbs.
AW basket capacity, winch not in use	550 lbs.	550 lbs.	550 lbs.	550 lbs.
SW basket capacity, no winch	600 lbs.	600 lbs.	600 lbs.	600 lbs.
Auxiliary winch max capacity (AW)	150 lbs.	150 lbs.	150 lbs.	150 lbs.
Approximate installed weight (AW / SW)	4600 / 4500 lbs.	4500 / 4400 lbs.	4200 / 4100 lbs.	4100 / 4000 lbs.
Chassis requirement with outriggers	22,500 GVWR	19,500 GVWR	19,500 GVWR	19,500 GVWR
Chassis cab to axle requirement	108"	84"	84"	60" to 84"

Maximum working height achieved with optional basket rotator.
Basket and lift capacity may change depending on chassis application, and outrigger configuration.
Max. GVWR will change significantly depending on make of chassis.
Stowed travel height may vary by chassis.

MODEL NAME AT A GLANCE

D P M 3 S - 4 0 S W

DPM3: INSULATED
DPM3S: NON-INSULATED

MODEL NUMBER:
40, 44, 51, 56

AW: WITH WINCH
SW: NO WINCH

PHOTOS & MORE



DPM3 AW
dur-a-lift.com/dpm3-aw



DPM3 SW
dur-a-lift.com/dpm3-sw



DUR-A-LIFT INC., 2002 KINGBIRD AVE., GEORGE, IOWA 51237
WWW.DUR-A-LIFT.COM | SALES@DUR-A-LIFT.COM | 1-877-4DURALIFT

2022-07-DPM3-01

DPM3 STANDARD FEATURES

- Fiberglass extension boom.
- 36" x 60" x 42" aluminum basket with door.
- Basket mounted on rotator.
- **Non-insulated or Category "D" insulated rating.**
- 180° basket rotator.
- 360° continuous rotation is standard
- Proportional, open center hydraulic controls.
- Lower control levers with upper control override.
- Hydraulically leveled basket with power stow at upper controls.
- Upper 4-axis single hand joystick control lever.
- Basket rotator at upper controls with lockouts in upper control pod.
- 17 gallon oil tank with sight gauge and gate valve in suction line.
- Epoxy primer with white finish color.
- Non-relube, maintenance-free bushings, spherical cylinder rod ends.
- Two safety harness and 6' decelerating lanyard.
- 1-year parts and labor warranty.
- 6-7 GPM required pump **NOT INCLUDED.**

NOTE: For D.C. Backup outriggers, throttle advance, and other options - see options page.

BASKET NAMES

AW BASKET: With auxiliary winch

SW BASKET: No auxiliary winch

AW BASKET STANDARD FEATURES

- 150 pound manual position jib with hydraulic winch motor.
- Winch motor control at upper and lower controls.

DPM3 AERIAL LIFT PRICING

INSULATED, CAT. D			NON-INSULATED		
MODEL		PART NUMBER	MODEL		PART NUMBER
DPM3-56	AW	D80238	DPM3S-56	AW	D80239
	SW	D80242		SW	D80243
DPM3-51	AW	D80236	DPM3S-51	AW	D80237
	SW	D80240		SW	D80241
DPM3-44	AW	D80246	DPM3S-44	AW	D80247
	SW	D80250		SW	D80251
DPM3-40	AW	D80244	DPM3S-40	AW	D80245
	SW	D80248		SW	D80249

DPM3 OPTIONS & ACCESSORIES

DESCRIPTION	PART NUMBER
HYDRAULIC	
Tool circuit at basket, manual control	D60214
Tool circuit at base, manual control	D60215
Manual 2-speed electric throttle advance	D60217
Hydraulic basket leveling at lower controls (2 nd location)	D60247
ELECTRICAL	
12 volt D.C. backup 1.4 GPM	D60227
Boom warning light on dash	D60052
STABILIZER	
Modified A-frame rear mount outriggers	D60093
Class 5 mid outriggers with subframe, pivot feet (51)	D60321
Class 5 mid outriggers with subframe, stationary feet (51)	D60460
Dodge/Ram 2 pc. subframe shim kit	D60428
Class 6 mid outriggers with subframe, stationary feet (51)	D60322
Class 6 mid outriggers, no subframe, stationary feet (56)	D60323
Class 6 subframe/mounting kit for lift (56)	D60324
Class 6 torque tube, 94" CA (56)	D60325
Class 6 torque tube, 108" CA (56)	D60326
Class 6 torque tube, 110" CA (56) (for larger GVWR chassis consult factory)	D60327
Single outrigger interlocks	D60332
Dual outrigger interlocks	D60333
Timbren Load Boosters, Front Axle, Class 5 chassis	D60292
Timbren load boosters, rear axle, Class 5 chassis	D60293
Super spring rear axle drivers side, Class 5 chassis	D60331
MISCELLANEOUS	
Taller pedestal for higher cab heights	D60439
Main boom fiberglass insert (Provides 14" of insulation when fully retracted)	D60290
Articulating arm glass insert (12" insulation gap)	D60328
Special paint	
Additional owner/operators manual	D60256
24" x 94" steel tail shelf with walk-up steps	D60310
24" x 94" aluminum tail shelf with walk-up steps	D60417
30" x 94" steel tail shelf with walk-up steps	D60311
30" x 94" aluminum tail shelf with walk-up steps	D60424
36" x 94" steel tail shelf with walk-up steps	D60334
36" x 94" aluminum tail shelf with walk-up steps	D60433
48" x 94" steel tail shelf with walk-up steps	D60430
REQUIRED ON NON-INSULATED LIFTS	
110V outlet at basket (3 wire conductor is non-continuous)	D60337
Electrical slip ring for 3 wire (makes 110V cable continuous)	D60338

NOTE: Contact factory for lengths.

NOTE: Refer to specifications for more information.

NOTE: Prices and specifications are subject to change without notice.

NOTE: Specifications are + or -2%.

NOTE: Cans will be mounted between axle and boom.



DPM3 SERIES

Models: DPM3-56, DPM3-51, DPM3-44, DPM3-40

DUR-A-LIFT®

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DPM3S-51AW PICTURED

SPECIFICATIONS

	DPM3-56	DPM3-51	DPM3-44	DPM3-40
WORKING HEIGHT	60'8"	56'6"	49'5"	45'7"
SIDE REACH	29'7"	30'6"	31'3"	27'3"
APPROX. STOWED TRAVEL HEIGHT	11'6"	10'5"	10'5"	10'5"
HEIGHT TO BOTTOM OF PLATFORM	55'8"	51'6"	44'5"	40'7"
BASKET CAPACITY, NO JIB (SW)	600#	600#	600#	600#
BASKET CAPACITY, USING JIB (AW)	400#	400#	400#	400#
BASKET CAPACITY, NOT USING JIB (AW)	550#	550#	550#	550#
APPROX. LIFT WEIGHT	4600#	4500#	4200#	4100#
ARTICULATING ARM TRAVEL	0° to 74°	0° to 74°	0° to 81°	0° to 81°
MAIN BOOM TRAVEL	-30° to 75°	-30° to 75°	-29° to 75°	-29° to 75°
EXTENSION TRAVEL	120"	120"	120"	96"

WORKING HEIGHT UP TO 60'8"

36" X 60" ALUMINUM BASKET

AUXILIARY WINCH LIFTS UP TO 150# (OPTIONAL)

180-DEGREE BASKET ROTATOR

INSULATED (DPM3) OR NON-INSULATED (DPM3S)

BOTTOM MOUNT BASKET STYLE

Up and under access allows you to get into areas you cannot get to with a top-mount basket.



DUR-A-LIFT®

WE SPEAK BUCKET TRUCK

Dur-A-Lift Inc. reserves the right to improve models and change specifications without notice or obligation. Dur-A-Lift equipment meets or exceeds all applicable ANSI Standards as of the date of manufacture.

DPM3 SERIES

Models: DPM3-56, DPM3-51, DPM3-44, DPM3-40

DUR-A-LIFT
WE SPEAK BUCKET TRUCK



DPM3-56AW PICTURED



MANY GREAT STORAGE OPTIONS, INCLUDING BULB STORAGE FOR SIGN AND LIGHTING TRUCKS.



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STANDARD

Proportional controls; lower override controls; engine start/stop from basket; basket access from ground; compensated upper boom; hydraulic basket leveling; continuous rotation; joystick and lockout controls; 180° basket rotator

BASKETS

SW BASKET: 600# basket capacity; 36"x60" aluminum basket; no winch.

AW BASKET: 400# basket capacity with jib in use; 550# basket capacity without jib in use; auxiliary winch lifts up to 150 pounds; 36"x60" aluminum basket

OPTIONAL

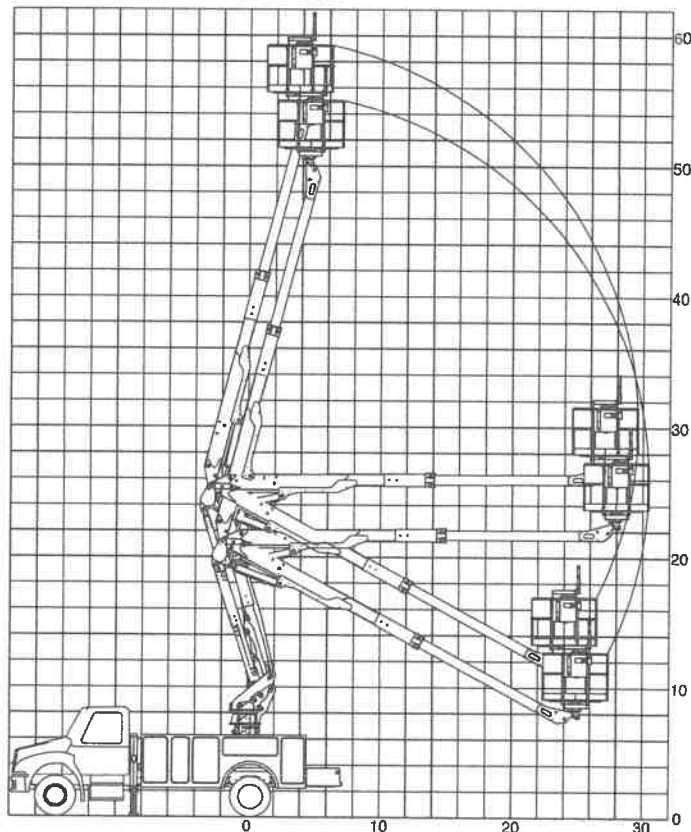
Outriggers; fiberglass main and articulating booms; tool circuits; D.C. backup system; 110 v outlet at basket (non-insulated only)

INSULATED/ NON-INSULATED

The DPM3 series lift is available in insulated or non-insulated formats.

DPM3: insulated (Category D)
DPM3S: non-insulated

REACH DIAGRAM



CHASSIS REQUIREMENT, MIN.: 19,500 GVWR (DPM3-40/44/51); 22,500 GVWR (DPM3-56)
CHASSIS CAB TO AXLE REQUIREMENT, MIN.: 60" 84" (DPM3-40); 84" (DPM3-44/51); 108" (DPM3-56)



DPM3-51AW

BUILT FOR YOU
Ask about available chassis, body, tailshelf, and basket options.



READ MORE

DUR-A-LIFT, INC., 2002 KINGBIRD AVENUE, PO BOX 31, GEORGE, IOWA 51237
WWW.DUR-A-LIFT.COM | 1-877-4DURALIFT | SALES@DUR-A-LIFT.COM



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

State of West Virginia
 Centralized Request for Quote
 Vehicles

Proc Folder: 1270005		Reason for Modification:	
Doc Description: Hydraulic Telescopic Articulating Aerial Bucket Truck			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-18	2023-09-19 13:30	CRFQ 0211 GSD2400000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000199714
Vendor Name: Stephens Auto Center
Address: PO Box 278
Street: 104 Stephens Drive
City: Danville
State: WV **Country:** USA **Zip:** 25053
Principal Contact: Mike Ballard
Vendor Contact Phone: 304-369-2411 **Extension:** 33

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X *M. W. Ballard* **FEIN#** 55-012-8010 **DATE** 9-13-23

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

ADDITIONAL INFORMATIONRequest for Quotation
One-Time Purchase

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Administration to establish a contract for the one-time purchase of one (1) Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck, as defined in the General Requirements in Section 3, for the General Services Division located at 1900 Kanawha Boulevard East, Charleston, WV 25305. Vehicle must be delivered, and vendor must provide training to the agency on operation and maintenance of the unit per the bid requirements, specification and terms and conditions as attached herein.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 11 - CHILLER PLANT 218 CALIFORNIA AVE CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Hydraulic Telescopic Articulating Aerial Bucket Truck	1.00000	EA	<i>#163,735.00</i>	<i>#163,735.00</i>

Comm Code	Manufacturer	Specification	Model #
25101911	<i>Ford</i>	<i>F-550 4X4</i>	<i>WSH Crew</i>

Extended Description:
Base Bid. Per attached Specifications

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 11 - CHILLER PLANT 218 CALIFORNIA AVE CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Power Inverter Package	1.00000	EA	<i>#6,532.00</i>	<i>#170,267.00</i>

Comm Code	Manufacturer	Specification	Model #
25101911	<i>Ford</i>	<i>F-550 4X4</i>	<i>WSH Crew</i>

Extended Description:
Alternate # 1. Per attached Specifications