



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

Request for Quotation

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| RFQ NUMBER |
| 707EC022 |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| JOHN JOHNSTON 304-558-2402 |

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

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|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 03/19/2007 | | | | |

BID OPENING DATE: 04/25/2007 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 25,950 LB. GVW CAB AND CHASSIS/UTILITY BED OPEN END CONTRACT TO PROVIDE 25,950 LB. GVW CAB AND CHASSIS/UTILITY BED AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 269-1-I. THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 4/12/07. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST.) ON TUESDAY, 4/3/07. SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION JOHN JOHNSTON 2019 WASHINGTON ST. E. CHARLESTON, WV. 25305 QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL E-MAIL: JJOHNSTON@WVADMIN.GOV FAX: 304-558-4115 IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402. EXHIBIT 2 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| SIGNATURE | TELEPHONE | DATE |
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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



State of West Virginia
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| <p>YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY TH</p> | | | | | | |

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| <p>STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE.</p> | | | | | | |

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| <p>ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIV DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEN TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> | | | | | | |

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| <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO 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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> | | | | | | |

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| <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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 ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND</p> | | | | | | |

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| <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> | | | | | | |

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| <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 707EC022</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ 707EC022 ***** TOTAL: _____</p> | | | | | | |

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 269-1-I

25,950 LB. GVW CAB AND CHASSIS/UTILITY BED

1.0 PURPOSE

It is the purpose of these specifications to describe a 25,950 Lb. GVW Cab and Chassis with Utility Bed (hereinafter referred to as a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division, shall apply. Failure to submit the "Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification. Each bid submitted shall also be accompanied by a Bidder's Evaluation Report completed in detail. Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report. **FAILURE TO SUBMIT THE BIDDER'S EVALUATION REPORT, COMPLETE IN ITS ENTIRETY, MAY RESULT IN AUTOMATIC DISQUALIFICATION.**

3.0 SPECIFICATIONS

The specifications named herein, mandatory and non-mandatory, establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor.

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications". The state reserves the right to determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide information for any exceptions may be grounds for rejection of the bid. The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

3.2 MANDATORY SPECIFICATIONS

All specifications preceded by "shall and/or must" or are stated as a "minimum and/or maximum" are mandatory. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section may also be grounds for immediate disqualification at the discretion of the State.

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ. Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference. The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.

4.0 REPRESENTATIVE UNIT FOR TEST

The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid shall be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendors expense.

4.1 CONDITION OF UNIT(S) UPON DELIVERY

All units must arrive at the prescribed delivery point having been completely preserviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

4.2 DELIVERY

Delivery point of the completely assembled representative unit will be the DOH, Equipment Division, Route 33 at Brushy Fork Road, Buckhannon, West Virginia (26201).

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 180 days. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. Delivery terms shall be stated in the bid and the State reserves the right to accept or negotiate such terms. Failure to reach an agreement may result in rejection of the bid. The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.

A completed pilot model for inspection should be provided within 90 calendar days after the date of the purchase agreement by the successful vendor.

Delivery is an integral part of this specification and failure to comply will be cause to initiate a D.O.T. Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts supplies, etc.

The decision to initiate subject Form will be at the sole discretion of the D.O.H. Commissioner's established Equipment Review Board.

Issuance of the WV-82 Vendor Complaint Form on unsatisfactory delivery against any vendor will be cause to refuse to consider similar items from those vendors on future Request For Quotations.

(NOTE: Delivery time could be altered due to labor strikes, severe inclement weather conditions, etc.)

5.0 AWARD CRITERIA

- 5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.

Prices for the units shall be in quantities of 1-5, 6-10, and 11-15 and 16 and over. However, for evaluation purposes, we will use quantities 1-5. DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive

literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 2007 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts manuals.

* NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract. Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to Letha Lamb, WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventive Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc.

The successful vendor shall furnish all training aids; i.e., videos, projectors, etc. required in conducting the training.

6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.

A mandatory minimum three (3) year bumper to bumper basic parts and labor warranty is required for this unit.

THE "WARRANTY AND SERVICE POLICY QUESTIONNAIRE" ATTACHED IN THE BIDDER'S EVALUATION REPORT MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURER PRIOR TO DELIVERY OF THE PILOT MODEL. (SEE SECTION X6.5 OF BIDDER'S EVALUATION REPORT).

6.6 EVALUATION COMMITTEE REQUIREMENTS

Detailed component specifications, product literature, component models, required for specification compliance determination by the Evaluation Committee should be provided with each bid. Any information supplied that is contrary to/or conflicting with the specifications and/or attached Bidders Evaluation Report may be sufficient cause for rejection of bid.

6.7 UNSPECIFIED ACCESSORIES & FEATURES

All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified, and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

8.0 SPECIFICATIONS - CHASSIS

8.1 G.V.W. Plate Rating: 25,950 Lbs. minimum

8.2 Cab to Axle Dimension: Approximately 83 usable inches

8.3 Wheelbase: Approximately 188 Inches

8.4 Frame: The manufacturer shall provide a frame that meets or exceeds all Federal requirements for G.V.W.R. specified. Frame shall conform to the following:

| | |
|-------------|--------------------------|
| Frame Steel | 50,000 P.S.I. minimum |
| R.B.M. | 500,000 Ins./Lb. minimum |

8.4.1 Frame rail must be clean of obstructions on outside of both rails from rear of cab back for installation of utility body

8.5 Cab: The crew cab to be the manufacturer's standard steel and/or fiberglass, equipped with one piece tilt hood and fenders.

8.5.1 Cab Door Locks, Both Doors

8.5.2 Dual Sun Visors

8.5.3 Arm Rests, Both Sides

8.5.4 Seat: Driver seat to be full width bench seat with seating and seat belts for three (3). Rear seat to be a full width bench seating three (3) with seat belts.

8.5.5 Floor Mats: Rubber floor mats throughout cab area with non-absorbent backing under the mats.

8.5.6 Turn Signals: Manufacturers heavy duty, self-canceling type with hazard warning switch.

8.5.7 Heater and Defroster: Fresh air type, heaviest duty

- 8.5.7.1 A rear heater for back seat compartment to be provided.
- 8.5.8 Air Conditioning: Manufacturers standard with replaceable fresh air filter
- 8.5.9 Windshield Wipers and Washers: Two speed electric wipers with intermittent feature. Washer system to have largest reservoir offered by manufacturer.
- 8.5.10 Radio: AM/FM
- 8.5.11 Instruments: Manufacturer's gauges to be direct readout type
 - 8.5.11.1 Engine oil pressure
 - 8.5.11.2 Engine coolant temperature
 - 8.5.11.3 Voltmeter
 - 8.5.11.4 Engine RPM tachometer
 - 8.5.11.5 Speedometer with odometer
 - 8.5.11.6 Low pressure warning buzzer/light for brakes
 - 8.5.11.7 Air filter restriction indicator, dash mounted
 - 8.5.11.8 Engine hour meter, oil pressure controlled
 - 8.5.11.9 Fuel gauge with low fuel warning indicator
 - 8.5.11.10 Starter Switch: Key or push button type
 - 8.5.11.11 Low coolant indicator
- 8.5.12 Rearview Mirrors: Dual, Heated West Coast Type, approximately 7" x 16" adjustable, natural finish with fore and aft breakaway feature with corrosive resistant finish, stainless steel powder coat, aluminum or composite housing and mounting brackets
- 8.5.13 Grab Handle: Right hand and left hand sides internal or external mounting to rear of door opening
- 8.5.14 Glass: Tinted safety glass all locations
- 8.5.15 Accessories not indicated above but are included in the manufacturer's standard cab.

- 8.6 Engine:
 - 8.6.1 Diesel Engine: 230 HP @ 2300 RPM approximate
 - 8.6.2 Peak Torque: 605 lb ft/lb approximate minimum
 - 8.6.3 Horizontal exhaust meeting or exceeding all Federal Noise Abatement Requirements.
 - 8.6.4 Air Cleaner: Dry type with frontal or side air intake dual element
 - 8.6.5 Oil Filter: Full flow type
 - 8.6.6 Fuel heater water separator mounted inside engine compartment. Davco, Alliance, Racor, Fleetguard or approved equal.
 - 8.6.7 In-block engine heater 1000 watt minimum to include weatherproof spring loaded cap over the plug
- 8.7 Clutch:
 - 8.7.1 Eaton Fuller 2 plate ceramic 14 inch diameter mechanical pull type control and kwik adjust manual feature or equal (Solo not acceptable)
- 8.8 Cooling System: The cooling system shall be capable of maintaining engine temperature within the manufacturer's recommended range during continuous operation. The system shall incorporate a thermostat and by-pass for warmup and shall be filled with Dex-Cool extended type anti-freeze or equal rated to a -30°F or lower.
 - 8.8.1 Radiator to be provided with bug screen or stone and gravel guard.
- 8.9 Fuel Tank:
 - 8.9.1 Single tank with steps
 - 8.9.2 Minimum capacity of 50 U.S gallons
 - 8.9.3 Filler cap to be chain tethered to fuel tank to prevent loss
 - 8.9.4 Tank(s) shall comply with FMVSS
- 8.10 Electrical System:
 - 8.10.1 Type: Manufacturer's 12 volt negative ground system
 - 8.10.2 Two (2) 12 volt batteries with sealed terminals

- 8.10.3 Batteries, Approximate Ratings:
 - 8.10.3.1 Reserve Capacity: 360 minutes @ 27°C fully charged
 - 8.10.3.2 Cold Crank Power: 1250 Amps @ -18°C minimum
- 8.10.4 Alternator Capacity: 100 minimum Amps brushless with internal regulator
- 8.10.5 Wiring: To be heavy duty hypalon type or equal heavy duty sheathing
- 8.10.6 Lighting: All lighting shall conform to the West Virginia Motor Vehicle Code I.C.C.
- 8.10.7 A 7 way trailer connection plug to be provided for the body company to be installed in the rear of the service body assembly (next to hitch). Shall be ABS compliant plug Cole Hersee 12081 or equal
- 8.10.8 Fire extinguisher to be installed in unit conveniently located. (Vendor should consult WVDOH prior to installation.)
- 8.11 Transmission: Fuller FS6406 or equivalent. Spicer ES52-7 or ES065-7 is acceptable.
- 8.12 Driveline: Spicer Model 1710 or equal
- 8.13 Rear Axle:
 - 8.13.1 Rated Capacity: Approximately 19,000 lbs.
 - 8.13.2 Rear Spring Capacity: Approximately 23,000 lbs. with multileaf or rubber auxiliary spring system of approximately 4500 lbs.
 - 8.13.3 Ratio: Gear ratio to be determined by bidder with approximate top speed of the vehicle to be 65 MPH
- 8.14 Front Axle:
 - 8.14.1 Rated Capacity: Approximately 10,000 lbs.
 - 8.14.2 Front Spring Capacity: Approximately 10,000 lbs.
 - 8.14.3 Heavy Duty Shock Absorbers
- 8.15 Brakes – “Air Type”:
 - 8.15.1 Front brakes should be approximately 15 inches x 4 inches

- 8.15.2 Rear brakes should be approximately 16.5 inches x 7 inches
- 8.15.3 To have Bendix Model ADIS brake air dryer or equal
- 8.15.4 Air Compressor: 12.9 CFM minimum
- 8.15.5 Brake dust shield shall be provided
- 8.15.6 Brakes to meet or exceed all Federal and State standards
- 8.16 Tires and Wheels:
 - 8.16.1 Wheels, front and rear: Shall be 22.5 x 8.25, hub piloted steel disc type, manufacturer's standard to accommodate specified tire size. All wheels to include wheel guard separators.
 - 8.16.2 Front: 11R22.5 highway tread radial tubeless, Goodyear G-159 or equal
 - 8.16.3 Rear: 11R22.5 on/off highway tread radial tubeless, Goodyear G-328 or equal
- 8.17 Steering: Manufacturer's standard power steering for front axle.
- 8.18 Bumper: Front manufacturer's standard
- 8.19 Unit shall include all other features considered as standard equipment but not specifically addressed above.
- 8.20 Paint: The unit should be painted as described:
 - 8.20.1 Cab Exterior/Interior and Service Body: Federal Standard White 595-A (No. 17875). Paint process should be Base Coat Clear Coat or Imron 6000 process
 - 8.20.2 Chassis: Manufacturer's standard black
 - 8.20.3 Grille: Manufacturer's standard grille paint similar to silver or aluminum in color. Grilles made from bright finish or bright plated material do not require painting.
 - 8.20.4 Fuel Tanks, Steps, and Front and Rear Bumper: To be painted manufacturers standard colors – prefer non corrosive coated.
 - 8.20.4.1 Wheel paint to be top coat painted with TGIC polyester powder paint MLD-82008 High Gloss Gray or equal applied over cathodic electro disposition gray primer or equal

- 8.20.5 Manufacturer's standard plant painting procedures for cleaning, degreasing, preparing, priming, and painting are sufficient to meet the requirements for painting of cab and utility body bed (white) and chassis (black). Cab will not be painted over top another finish color.
- 8.20.6 The Department reserves the right to view larger paint samples after award of contract and the right to require subtle color changes in both the blue and white paint. Such changes, if any, will only be used for selecting a suitable paint color to match the WVDOH logo.
- 8.20.7 Detail and Decorative Stripes with Logo:
- 8.20.7.1 Approximately 2 inch width with taper at front of hood.
- 8.20.7.2 WVDOH logo (to be supplied by WVDOH) is attached (black and white copy) and is approximately 7 inches tall by 7 inches wide. Area behind logo and within ½ inch of logo is not to be striped.
- 8.20.7.3 Upper stripe color: Dark Blue
- 8.20.7.4 Lower stripe color: Light Gold
- 8.20.7.5 Striping material shall meet or exceed the requirements of ASTM D4956-91 type V sheeting, super high intensity retroreflective sheeting consisting of microprismatic retroreflective elements. The conspicuity sheetings must meet requirements of NHSTA, D.O.T. 49CFR Part 571 Federal Motor Vehicle Safety standards and be D.O.T. approved
- 8.20.7.6 The sheeting for striping should not be more than .009" thick having approximately 47,000 microprisms per square inch and shall come with an aggressive high tach pressure sensitive adhesive. Reflexite or equal.
- 8.20.7.7 Successful bidder should consult with the WVDOH of proposal for striping prior to application.
- 8.20.7.8 Bidder should attach his proposed paint plan with this bid. It should include a proposed striping detail on a cab silhouette sheet. Bidder may modify attached striping plan to fit his particular hood and cab shape.
- 8.20.7.9 In order to test the adhesive quality of the paint, the DOH, may at its option, require that the vendor measure adhesion by the criteria set forth in ASTM D 3359-74 Method B. A rating of less than 4 on this test would be deemed unacceptable.

9.0 SPECIFICATIONS - UTILITY BODY

General: These specifications described a standard heavy duty utility body with top enclosure and rear doors. The bidder shall attach a copy of shop drawings detailing the construction, material, dimensions, and mounting of the body being bid.

9.1 Body overall weight: 3000 lbs. approximate

9.2 Body Approximate Dimensions:

9.2.1 Length: 132 Inches

9.2.2 Width: 93 Inches

9.2.3 Height: Right front - 64 Inches
Other - 42 Inches

9.2.4 Compartment Depth: 19 Inches

9.2.5 Head Room, floor to inside top of enclosure: 60 Inches

9.3 Construction: Electrically welded, rust resistant two-sided A-60 galvanized steel

9.3.1 Floor plate: 3/16 treadplate

9.3.2 Front and rear cross members 5 inch, 6.7 structural steel channel. Intermediate cross members 12 gauge commercial grade steel channels.

9.3.3 Doors to be double panel (20 gauge minimum) with slam action type locks keyed alike, with chains on (curb side) horizontal doors to hold level for work table.

9.3.4 Wheelhousing: Full inner lined with steel and accepting up to 11R22.5 on/off highway tread radial tire.

9.3.5 Trays to be 18 gauge minimum galvanized steel slotted on 4" centers for dividers, three (3) removable and adjustable shelves in each of the left front vertical compartments, and the right rear compartment. (20 dividers to be included).

9.3.6 Partitions, bottoms, headers, panel top and bulkhead unless otherwise specified shall be 16 gauge galvanized steel.

9.3.7 Spare tire carrier to be provided against the front bulkhead. Carrier shall accept tires and rims up to 11R22.5.

- 9.3.8 Bumper shall be dual wheel type safety step bumper of heavy steel treadplate, with combination pintle-ball hitch rated at 2,000 lb. tongue weight and 12,000 lb. trailer weight. Height of ball above ground 24 inch maximum. The bumper design should provide a step full width of the body no more than 24 inches from the ground. Ball to be 2 inches in diameter.
- 9.3.9 OSHA approved back up alarm 112 dba shock mounted at rear body
- 9.3.10 Mud Flaps: Rubber type to be provided behind the rear wheels.
- 9.3.11 Stop, turn, flasher, and backup lights to be LED type recessed into the rear vertical face of body with trim rings fitted for aesthetics and moisture resistance.
- 9.3.12 All body surfaces not accessible after assembly to be fully painted and rust proofed prior to assembly.
- 9.3.13 Two (2) curbside front compartments 64 inches high to include 12 gauge floor plate reinforcement, base rings, hose hook, air vents, and chain hold downs with cam action for oxygen and acetylene tanks.
- 9.3.14 Heavy duty ladder racks with adjustable slides front and rear of body to be provided and installed. The height of the ladder racks above the bed floor to be 69 inches.
- 9.3.15 Unit to be equipped with heavy duty ladder located at right rear corner to enable placement of equipment on top of bed.
- 9.3.16 All door hardware to be stainless steel or cadmium plated. Locks are to have double strikers.
- 9.3.17 Street side horizontal doors to have rubber bumpers to protect paint.
- 9.3.18 Double rear doors vertically hinged to have a clear vertical opening of approximately 54 inches and a clear horizontal opening of approximately 48 inches.
- 9.3.19 Two (2) dome lights with manual switch to be wired into chassis electrical system and installed on the ceiling of the bed enclosure.
- 9.3.20 Wheel-wells to have rolled edge to provide strength and eliminate sharp edges.
- 9.3.21 Doors to be sealed with automotive type rubber sealer; all four (4) sides.
- 9.3.22 The top enclosure to include three (3) full length horizontal shelves each side with the necessary supporting bulkheads. These shelves shall not to extend past the inside face of the body side compartments. Each to have a 3 inch high front lip to retain materials and tools.

- 9.3.23 Service Body should be painted Federal Standard White 595A (No. 17875).
- 9.3.24 Undercoating: There shall be a complete coat of petroleum base undercoating material sprayed, under pressure, on complete underside of the chassis frame and body sections.
- 9.3.25 Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" and subsequent amendments.
- 9.3.26 Advertising: No visible decals or name plates or painted on names representing the manufacturer or model number or trademark should appear on the exterior surface of the unit. Such logos created through the stamping or casting process of manufacture are excepted.
- 9.3.27 Preventive Maintenance and Operator Procedures:
- Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets, and pamphlets explaining the Preventive Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure service schedule and routine maintenance required, safety precautions, etc.
- 9.3.27.1 The successful vendor shall furnish all training aids; i.e., videos, projectors, etc., required in conducting the training.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

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BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 269-1-I

OPEN END CONTRACT
25,950# GVW CAB AND CHASSIS/UTILITY BED

NOTE TO BIDDER: Procurement Specification No. 269-1-I, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report.
FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: _____

Bidder's Name: _____

Address: _____

Telephone Number: _____

Years Bidder has been registered to do business with the State of West Virginia: _____ YRS.

Years Company has been an authorized dealer for proposed unit: _____ YRS.

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: _____ Calendar Days After Date of
Purchase Agreement

X4.2.2 Delivery date of balance of completed units: _____ Calendar Days After Date of
Purchase Agreement

**NOTE: Vendors can complete Bidder's Evaluation Report at Purchasing's Web Site
www.state.wv.us/admin/purchase**

X5.0 AWARD CRITERIA;

| | | | | |
|------|-----------------------------------|-------------|-------|----------|
| X5.1 | Prices for units in quantities of | 1-5 | _____ | per unit |
| | | 6-11 | _____ | per unit |
| | | 11-15 | _____ | per unit |
| | | 16 and over | _____ | per unit |

X6.0 SPECIFICATIONS - GENERAL

X6.1 Manufacturer, model, series, and date of manufacture of proposed unit:

_____ Is descriptive literature, fully describing proposed unit attached to your bid? YES NO

If not, why? _____

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units? YES NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit? YES NO

X62
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH.

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

ENGINE: MAKE: _____ MODEL: _____ FUEL TYPE: _____

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

GVW: _____ AXLE CAPACITY: FRONT: _____ REAR: _____

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

DIMENSIONS OF UNIT: LENGTH: _____ WIDTH: _____ LENGTH: _____

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

TOP OR SIDE POST: _____ DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

TRANS MAKE: _____ MODEL: _____ AUTO/MANUAL: _____

HYDRAULIC PUMP MAKE: _____ MODEL: _____

FILTERS MAKE PART NO. LUBRICANT MANUFACTURER TYPE

OIL _____ ENGINE _____

AIR INNER _____ TRANSMISSION _____

AIR OUTER _____ POWER STEERING _____

FUEL PRIMARY _____ HYDRAULIC _____

FUEL SECONDARY _____ DIFFERENTIALS _____

COOLANT _____ BRAKE FLUID _____

HYDRAULIC _____ COOLANT _____

OTHER _____ OTHER _____

X6.3 TRAINING:

Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training
_____ YES _____ NO

Will you conduct training with each purchase order against this open end contract?
_____ YES _____ NO

Will training be conducted within 2 working days from the delivery of the pilot unit on the individual purchase order?
_____ YES _____ NO

If NO, explain time frame _____

Will an Operator's Manual be furnished directly to Letha Lamb, Training Academy prior to the delivery of the pilot?
_____ YES _____ NO

X6.4 If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training?
_____ YES _____ NO

X6.4.1 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit?
_____ YES _____ NO
If NO, explain _____

X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications
_____ YES _____ NO

Is warranty literature attached? _____ YES _____ NO

Is a minimum three (3) year bumper to bumper basic parts and labor warranty included?
_____ YES _____ NO

Describe:

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE
THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER
OR MANUFACTURERS TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT
MODEL TO THE WVDOH (If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

3. List locations for parts inventories that are within the State of West Virginia. Also, list availability levels, if known.

4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

- A. Terms: Net 30 Manufacturer's published list price less: _____ % discount
- B. Terms: Net 60 Manufacturer's published list price less: _____ % discount
- C. Terms: Net 90 Manufacturer's published list price less: _____ % discount

5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways? _____ YES _____ NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit.

A. Shop Rate \$ _____ per mechanic hour

B. Travel Time Charge \$ _____ per mechanic hour
(Specify if one-way) _____; port to port _____

C. Mileage Charge \$ _____ per vehicle mile
(Specify if one-way) _____; port to port _____

D. Field Mechanic Rate \$ _____ per mechanic hour

E. Specify period of time that prices are in effect: _____

F. Surcharge for miscellaneous items: _____ %

X6.6 EVALUATION COMMITTEE REQUIREMENTS

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination? _____ YES _____ NO

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry? _____ YES _____ NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished? _____ YES _____ NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included? _____ YES _____ NO

X7.0 MANDATORY SPECIFICATIONS OF THE QUOTED UNIT

The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications.

X8.0 SPECIFICATIONS - CHASSIS

Manufacturer: _____ Model: _____

X8.1 GVW Plate Rating: _____ Lbs.

X8.2 Cab to Axle Dimension: _____ Usable Inches

X8.3 Wheelbase: _____ Inches

X8.4 Frame:
Frame Steel: _____ PSI

R.B.M _____ Ins/Lb.

X8.4.1 Is frame rail clean of obstruction on outside of both rails from rear of cab back for installation of utility body _____ YES _____ NO

- X8.5 Cab: Is the crew cab the manufacturer's standard steel and/or fiberglass, equipped with one piece tilt hood and fenders. YES NO
- X8.5.1 Cab door locks on both doors YES NO
- X8.5.2 Dual sun visors YES NO
- X8.5.3 Arm rests both sides YES NO
- X8.5.4 Seat:
Driver/rear seat full width bench seat with three (3) seat belts YES NO
- X8.5.5 Floor mats:
Rubber floor mats throughout cab with non-absorbent backing under mats YES NO
- X8.5.6 Turn signals:
Manufacturers heavy duty self canceling with hazard warning switch YES NO
- X8.5.7 Heater and defroster: Fresh air type, heaviest duty YES NO
- X8.5.7.1 Rear heater for back seat compartment provided YES NO
- X8.5.8 Air conditioning manufacturers standard with replaceable fresh air filter YES NO
- X8.5.9 Windshield wipers and washers:
Two speed electric wipers with intermittent feature.
Washer system has largest reservoir offered by manufacturer. YES NO
- X8.5.10 Radio: AM/FM YES NO
- X8.5.11 Instruments: Direct readout type YES NO
 - X8.5.11.1 Engine oil pressure YES NO
 - X8.5.11.2 Engine coolant temperature YES NO
 - X8.5.11.3 Voltmeter YES NO
 - X8.5.11.4 Engine RPM tachometer YES NO
 - X8.5.11.5 Speedometer with odometer YES NO
 - X8.5.11.6 Low pressure warning buzzer/light for brakes YES NO

- X8.5.11.7 Air filter restriction indicator, dash mounted YES NO
- X8.5.11.8 Engine hour meter, oil pressure controlled YES NO
- X8.5.11.9 Fuel gauge with low fuel warning indicator YES NO
- X8.5.11.10 Starter switch key or push button YES NO
- X8.5.11.11 Low coolant indicator YES NO

X8.5.12 Rearview mirrors dual heated west coast type, 7" x 16" adjustable, natural finish with fore and aft breakaway feature YES NO

Corrosive resistant finish or stainless steel powder coat or aluminum or composite housing and mounting brackets

- X8.5.13 Grab handle both sides internal or external to rear of door opening YES NO
- X8.5.14 Glass tinted safety glass all locations YES NO

X8.5.15 List accessories not indicated above but are standard:

X8.6 Engine:

- X8.6.1 Diesel Engine: _____ HP @ _____ RPM
- X8.6.2 Peak torque: _____ lb ft/lb
- X8.6.3 Horizontal exhaust that meets all Federal Noise Abatement Requirements? YES NO
- X8.6.4 Air cleaner: Dry type with frontal or side air intake dual element YES NO
- X8.6.5 Oil Filter full flow type YES NO
- X8.6.6 Fuel heater water separator mounted inside engine compartment YES NO

Manufacturer: _____

X8.6.7 In block engine heater? _____ YES _____ NO _____ Watts

Includes weatherproof spring loaded cap over plug _____ YES _____ NO

X8.7 Clutch:

X8.7.1 Two plate ceramic 14 inch diameter mechanical pull type control and kwik adjust manual feature
_____ YES _____ NO

Manufacturer: _____

X8.8 Cooling System:

Is the cooling system capable of maintaining engine temperature with the manufacturer's recommended range during continuous operation? _____ YES _____ NO

Does cooling system have thermostat and by-pass for warm up? _____ YES _____ NO

Is anti-freeze Dex-Cool extended type providing freeze protection to -30°F or lower?
_____ YES _____ NO

X8.8.1 Is radiator provided with bug screen or stone and gravel guard _____ YES _____ NO

X8.9 Fuel Tank:

X8.9.1 Single tank with built in step _____ YES _____ NO

X8.9.2 Capacity _____ U.S. gallons

X8.9.3 Is filler cap chain tethered to fuel tank to prevent loss? _____ YES _____ NO

X8.9.4 Tank(s) comply with FMVSS _____ YES _____ NO 1 _____ OR 2 _____ tanks

X8.10 Electrical System:

X8.10.1 Type:(Manufacturer) _____ 12 volt negative ground system
_____ YES _____ NO

X8.10.2 Number of 12 volt batteries _____ with sealed terminals _____ YES _____ NO

X8.10.3 Batteries: Approximate Ratings

X8.10.3.1 Reserve Capacity _____ minutes @ 27°C fully charged (all batteries).

X8.10.3.2 Cold crank power: _____ amps @ _____.

X8.10.4 Alternator capacity: _____ amps brushless with internal regulator

X8.10.5 Wiring: Is it heavy duty hypalon type or equal heavy duty sheathing? _____ YES _____ NO

- X8.10.6 Does the lighting conform to the W. Va. Motor Vehicle Code ICC YES NO
- X8.10.7 Is a 7 way trailer connection plug provided for the body company to be installed in the rear of service body assembly (next to hitch) YES NO
- Is it ABS compliant YES NO Manufacturer/Part# _____
- X8.10.8 Is fire extinguisher installed in unit conveniently located? YES NO
- X8.11 Transmission:
Manufacturer: _____ Model: _____
- X8.12 Driveline:
Manufacturer: _____ Model: _____
- X8.13 Rear Axle:
X8.13.1 Rated Capacity: _____ lbs.
- X8.13.2 Rear Spring Capacity: _____ lbs. with multileaf or rubber auxiliary spring system of _____ lbs
- X8.13.3 Ratio: _____ is top speed of vehicle 65 MPH? YES NO
- X8.14 Front Axle:
X8.14.1 Rated Capacity: _____ lbs
- X8.14.2 Front Spring Capacity: _____ lbs.
- X8.14.3 Are the shock absorbers of the heavy duty type? YES NO
- X8.15 Brakes "Air Brake:
X8.15.1 Front brake size: _____
- X8.15.2 Rear brake size: _____
- X8.15.3 Manufacturer/Model of brake air dryer: _____
- X8.15.4 Air Compressor: _____ CFM
- X8.15.5 Brake dust shield provided YES NO
- X8.15.6 Do brakes meet or exceed all Federal and State standards YES NO

X8.16 Tires and Wheels:

X8.16.1 Wheels, front and rear size _____

Are they hub piloted steel disc type _____ YES _____ NO

Are they the manufacturer's standard to accommodate specified tire size
_____ YES _____ NO

All wheels include wheel guard separators _____ YES _____ NO

X8.16.2 Front size: _____

Are they highway tread _____ YES _____ NO

Are they radial tubeless _____ YES _____ NO

Manufacturer/Model: _____

X8.16.3 Rear size: _____

Are they on/off highway tread _____ YES _____ NO

Are they radial tubeless _____ YES _____ NO

Manufacturer/Model: _____

X8.17 Power Steering:

X8.17.1 Manufacturer: _____

X8.18 Front Bumper: Manufacturer _____

X8.19 Other Standard Features - Chassis
List other standard features offered and not addressed above:

X8.20 Paint: Describe proposed method of painting unit:

Is sample of proposed paint attached to bid? YES NO

If NO, when will sample be submitted? _____

X8.20.1 Specify cab exterior/interior and service body color & paint type:

X8.20.2 Will chassis be painted manufacturer's standard black? YES NO

X8.20.3 Is truck grille manufacturer's standard similar to silver/aluminum in color?
 YES NO

X8.20.4 Are fuel tanks, steps, front and rear bumper manufacturers standard color?
 YES NO

Non-corrosive coated? YES NO

X8.20.4.1 Wheel paint (describe): _____

X8.20.5 Will plant paint procedures be manufacturers standard for prep YES NO

Cab and utility body white and chassis black? YES NO

X8.20.6 Will you furnish larger paint sample if required? YES NO

X8.20.7 Detail and Decorative Stripes with Logo:

X8.20.7.1 Are stripes provided 2" type w/taper at front of hood? YES NO

X8.20.7.2 Does the conspicuity striping material provided meet the requirements of Section 8.20.7.2 through 8.20.7.7 YES NO

X8.20.7.8 Is your proposed paint plan attached with your bid? YES NO

9.0 SPECIFICATIONS - UTILITY SERVICE BODY

Manufacturer: _____ Model: _____

Have you attached shop drawings? _____ YES _____ NO

X9.1 Overall Body Weight: _____ Lbs.

X9.2 Body Overall Approximate Dimensions:

X9.2.1 Length: _____ Inches

X9.2.2 Width: _____ Inches

X9.2.3 Height at Right Front: _____ Inches

Other: _____ Inches

X9.2.4 Compartment Depth: _____ Inches

X9.2.5 Head Room, floor to inside top of enclosure: _____ Inches

X9.3 Construction:

Is unit electrically welded, rust resistant two-sided A-60 galvanized steel? _____ YES _____ NO

- X9.3.1 Floor plate: _____ treadplate
- X9.3.2 Are front and rear cross members 5 inch, 6.7 structural steel channel? _____ YES
 _____ NO
- Are intermediate cross members 12 gauge commercial grade steel channels? _____ YES
 _____ NO
- X9.3.3 Are doors double panel with slam action type locks keyed alike? _____ YES
 _____ NO
- Gauge _____ Are there chains on (curb side) horizontal doors to hold level for work table? _____
 YES _____ NO
- X9.3.4 Wheelhousing:
 Are they full inner lined with steel and accepting up to 11R22.5 on/off highway tread radial tires? _____ YES _____
 NO
- X9.3.5 Gauge of galvanized steel of trays _____ Are they slotted on 4 inch centers for dividers, with 3 removable and adjustable shelves in each of the left front vertical compartments and right rear compartment?
 _____ YES _____ NO
 Number of dividers included _____
- X9.3.6 Gauge of galvaneal steel of partitions, bottoms, headers, panel top and bulkhead _____
- X9.3.7 Is a spare tire carrier provided against the front bulkhead? _____
 YES _____ NO
- Does the carrier accept tires and rims up to 11R22.5? _____ YES
 _____ NO
- X9.3.8 Is the bumper dual wheel type safety step bumper of heavy steel treadplate? _____
 YES _____ NO
- With combination pintle-ball hitch rated at 2,000 lb torque weight and 12,000 lb. trailer weight?
 _____ YES _____ NO
 Height of ball above ground _____ Inch

Does the bumper design provide a step full width of body?

Step _____ inches from the ground. Ball diameter _____ inches. YES _____ NO _____

X9.3.9 OSHA approved backup alarm 112 dba shock mounted at rear body _____ YES
_____ NO

X9.3.10 Mud Flaps:
Are they rubber type provided behind rear wheels? _____ YES
_____ NO

X9.3.11 Are stop, turn, flasher, and backup lights LED type recessed into rear vertical face of
body with trim rings fitted for aesthetics and moisture resistance?
_____ YES _____ NO

X9.3.12 Will body surfaces not accessible after assembly be fully painted and rust proofed
prior to assembly?
_____ YES _____ NO

X9.3.13 Describe the two (2) curbside front compartments:

X9.3.14 Are heavy duty ladder racks with adjustable slides front and rear of body provided
and installed? _____
YES _____ NO

Height of ladder racks above the bed floor _____ inches

X9.3.15 Is the unit equipped with heavy duty ladder located at right rear corner to enable
placement of equipment on top of bed? _____
YES _____ NO

X9.3.16 Is door hardware stainless steel ___ YES ___ NO or cadmium
plated ___ YES ___ NO

Do locks have double strikers? _____ YES _____ NO

- X9.3.17 Do street side horizontal doors have rubber bumpers to protect paint?
 YES NO
- X9.3.18 Clear vertical opening of double rear doors _____ inches
 Clear horizontal opening _____ inches.
- X9.3.19 Are two (2) dome lights with manual switch wired into chassis electrical system and installed on ceiling of bed enclosure?
 YES NO
- X9.3.20 Do wheel wells have rolled edge to provide strength and eliminate sharp edges?
 YES NO
- X9.3.21 Are all four (4) doors sealed with automotive type rubber sealer?
 YES NO
- X9.3.22 Does the top enclosures include three (3) full length horizontal shelves each side with the necessary supporting bulkheads?
 YES NO
- Do these shelves extend past the inside face of the body side compartments?
 YES NO
- Does each have a three (3) inch front lip to retain materials and tools?
 YES NO
- X9.3.23 Service Body paint:

- X9.3.24 Is the understructure completely undercoated? YES NO
- X9.3.25 Does the proposed unit meet or exceed "OSHA OF 1970" or subsequent changes?
 YES NO
- X9.3.26 Does the unit conform to advertising guidelines? YES NO
- X9.3.27 Will the Preventive Maintenance and Operator Procedures as described be provided?
 YES NO
- X9.3.27.1 If you are the successful vendor, will you furnish all training aids; i.e., videos, projectors, etc., required in conducting the training? YES NO

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1 ARBITRATION - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims
- 2 HOLD HARMLESS - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety
- 3 GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law
- 4 TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State and local taxes and will not pay taxes for any Vendor including individuals nor will the Agency file any tax returns or reports on behalf of Vendor or any other party
- 5 PAYMENT - Any references to prepayment are deleted. Payment will be in arrears
- 6 INTEREST - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted
- 7 RECOUPMENT - Any language in the agreement waiving the Agency's right to set-off counterclaim, recoupment, or other defense is hereby deleted
- 8 FISCAL YEAR FUNDING - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date the agreement becomes of no effect and is null and void. However the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default
- 9 STATUTE OF LIMITATION - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10 SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11 ATTORNEY FEES - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void
- 12 ASSIGNMENT - Notwithstanding any clause to the contrary the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement
- 13 LIMITATION OF LIABILITY - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property
- 14 RIGHT TO TERMINATE - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor
- 15 TERMINATION CHARGES - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term
- 16 RENEWAL - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties
- 17 INSURANCE - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted
- 18 RIGHT TO NOTICE - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice
- 19 ACCELERATION - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20 AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated

Vendor's Name: _____

Authorized Signature: _____ Date: _____