

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

Request for Quotation

BFQ N	UMBE	H		ì
70	9EC	nι	Λ	

9	3	P	/C	ì		3	į	
					1			

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

RFQ COPY TYPE NAME/ADDRESS HERE

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

DATE PRIN	TED	TER	IMS OF SAI	E	SHIP	/IA	F.	0.8.	FREIGHT TERMS
02/27/	2008								
BID OPENING DATE		04/02/	2008			BID	OPENING	TIME	01:30PM
LINE	QUAI	NTITY	UOP	CAT. NO.	ITEM NUI	WBEA	UNI	PRICE	AMOUNT
0001		_	EA		070-47				
	25,950	LB. GV	W CAB	AND	CHASSIS/U	TILITY	BED		
				OPEN	END CONTR	ACT			
					CAB AND FICATIONS		/UTILITY	BED	
	STATE ST., E	CAPITO AST CH E TO A	L COM ARLES TTEND	PLEX, TON,	ORY PRE-B BUILDING WV 25305 PRE-BID W	15, 20 AT 10:0	19 WASHI O AM ON	NGTON 03/20/0	8
	CLOSE	OF BUS	INESS	(5:0) ON FR ING DIV ON: MIC SHINGTO	IDAY 03/ ISION Hael aus N Street	14/2008 TIN	
	E F IT IS	-MAIL: AX: The Ve	MICH 304- NDORS	AEL.D 558-4 Resp	VIA FAX, .AUSTINƏW 115 ONIBILITY CEIVED BY	V.GOV TO VER	IFY THAT	THEIR	
	EXHIBI	Т 2							
	LIFE O	F CONT	RACT:		S CONTRAC Extends f				
				SEE REV	ERSE SIDE FOR TE		NOTTIONS		
SIGNATURE	·					TELEPHONE		DAT	Ē
TITLE		FE	IN				ADD	RESS CHANG	ES TO BE NOTED ABOVE

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.
- 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 may be deemed null and void, and terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia 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



MODEMA

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

708EC010

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 **BRUSHY FORK ROAD**

BUCKHANNON, WV

26201

DATE PRIN	TED	TER	IMS OF SAI	E	SHIP VIA		F.O.B.	FREIGHT TERMS
02/27/	2008							
OPENING DATE		04/02/	2008		BID	0P	ENING TIME O	1:30PM
LINE	QUA	NTITY	UOP	CAT	ITEM NUMBER		UNIT PRICE	AMOUNT
				NO.				
					ASONABLE TIME"			
					NEW CONTRACT OR			
					E "REASONABLE T	IME	" PERIOD SHALL	,
							HIS "REASONABL	E
	TIME"	THE VE	NDOR	MAY T	ERMINATE THIS CO	ONT	RACT FOR	
					THE DIRECTOR OF	FP	URCHASING	
	THIRTY	(30)	DAYS	WRITT	EN NOTICE.			
					IONS ARE STIPULA			
	CONTRA	CT DOC	UMENT	, THE	TERMS, CONDITION	ONS	, AND PRICING	
	SET HE	REIN A	RE FI	RM FO	R THE LIFE OF TH	ΗE	CONTRACT.	
	RENEWA	L: TH	IS CO	NTRAC	T MAY BE RENEWEI	D U	PON THE MUTUAL	
					SPENDING UNIT A			
					TOR OF PURCHASIN			
	DAYS P	RIOR T	O THE	EXPI	RATION DATE. SU	JCH	RENEWAL SHALL	
					THE TERMS AND CO			
					SHALL BE LIMITED			
		AR PER				1		
						1		
	CANCEL	LATION	: TH	E DIR	ECTOR OF PURCHAS	SIN	G RESERVES THE	
	RIGHT	TO CAN	CEL T	HIS C	ONTRACT IMMEDIAT	TEI.	Y UPON WRITTEN	
	NOTICE	TO TH	E VEN	DOR I	F THE COMMODITIE	5	AND/OR SERVICE	S
					ERIOR QUALITY OR			
					S OF THE BID AND			
						1	SKIKASI HEKEIK	*
	OPEN M	ARKET	CLAUS	E : T	HE DIRECTOR OF P	URI	CHASING MAY	
					NIT TO PURCHASE			
					LING OF A REQUIS			
	ESTIMA	TE. IT	EMS SE	PECTE	IED ON THIS CONT	ΓRΔ	CT FOR TMMF-	
·	DIATE	DEL TVE	RY TN	EMER	GENCIES DUE TO U	INF	OPESEEN CAUSES	
					ITED TO DELAYS I			
					CREASE IN THE VO			
						-01	IL OF HOUNT	
	DUANTT	TIES:	DUAN	ritte	S LISTED IN THE	REG	DUISTTINN ARE	
					ASED ON ESTIMATE			
						Γ,	CO. I LILO DI III	
				SEE REV	ERSE SIDE FOR TERMS AND CO	NDITK		
TURE					TELEPHONE		DATE	
					ľ			



TITLE

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

RFO NUMBER 708EC010

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 **BRUSHY FORK ROAD BUCKHANNON, WV**

26201

304-472-1750

ADDRESS CHANGES TO BE NOTED ABOVE

TERMS OF SALE DATE PRINTED SHIP VIA FOB... FREIGHT TERMS 02/27/2008 BID OPENING DATE: 04/02/2008 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT 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. 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 FOR-WARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. REV. 9/98 EXHIBIT 6 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. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE DATE

FEIN



RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

708EC010

PA	GE	
		7.

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

SH-PTO

DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD

BUCKHANNON, WV

26201

DATE PRINTED	TERM	S OF SALE	SHIP VIA	FOB	FREIGHTTERMS
02/27/2008					
BID OPENING DATE:	04/02/2	800	BID	OPENING TIME (01:30PM
LINE QU	ANTITY	UOP CAT.	ITEM NUMBER	UNITPRICE	AMOUNT
		NC.			
	DIOE 40.	WOTHERT B	COUPATA MUAT DE		
			EQUESTS MUST BE		
			THE DIRECTOR PU KS, GENERAL MARK		·
			SUCH REQUESTS		_
			WRITING BY THE D		
1	ž.	1	DAYS IN ADVANCE		,
i :	1		ANY TIME THE VE	·	
			PURCHASING DIVIS		
	1	1 1	TMENT AND AMEND		
			THE ADUSTMENT IN		
! !		E CONTRAC			
EXHIB	IT 10				
			REQUISITION	NO.:	
ADDENI	DUM ACKN	OWLEDGEME	NT		
			ECEIPT OF THE FO		
1		• •	ADE THE NECESSAR		IY
PROPOS	SAL, PLA	NS AND/OR	SPECIFICATION,	ETC.	
		_			
ADDENI	оим мо.∤•:	S:			
NU. 1	• • • • • •	•			
NO 2					
NU. 2	• • • • • •	•			
NO Z					
NU. 3	• • • • • • • • • • • • • • • • • • • •	•			
NO. 4			1		
NO. 7		•	and the state of t		ļ
NO. 5		_			
1.0. 5		•			
ו וו	ERSTAND .	THAT FATI	JRÈ TO CONFIRM T	HE RECEIPT OF TH	
			IO OOM INI	TE REVEAL OF 11	
		SEE REV	ERSE SIDE FOR TERMS AND CON		
SIGNATURE			TELEPHONE	DATE	
TITLE	FEIN			ADDRESS CHANGE	S TO BE NOTED ABOVE



RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

· · · · · · · · · · · · · · · · · · ·	IFO N	IMBE	R		
	708	BEC	01	0	

	PΑ	GE		8	
		-	5		

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 **BRUSHY FORK ROAD**

BUCKHANNON, WV

26201

DATE PRIN	ren	6 000000000000000000000000000000000000	MS OF SAI	1	SHIP	VIA	ROB	FREIGHTTEAMS
02/27	000000000000000000000000000000000000000				J.,,,		, , , , , , , , , , , , , , , , , , , 	raekan teawo
BID OPENING DATE		04/02/	2008			BID	OPENING TIME	01:30PM
LINE	QU#	INTITY	UOP	CAT. NO	ITEM NU		UNIT PRICE	AMOUNT
	VENDOR REPRES ORAL I AND AN INFORM	R MUST SENTATI DISCUSS NY STAT	CLEAR ON MA ION H E PER ISSUE	E CAU LY UN DE OR ELD B SONNE D IN	SE FOR RE DERSTAND ASSUMED ETWEEN VE L IS NOT WRITING A	THAT AN TO BE MENDOR'S BINDING ADDENDUM	OF BIDS. Y VERBAL ADE DURING ANY REPRESENTATIVE . ONLY THE	,
	PREFER 5A-3-3 A. AP REASON	ICATION ENCE IN 7 (DOES PLICATION CHECKI	N AND N ACC S NOT ION I ED:	APPL ORDAN APPL S MAD	CE WITH W Y TO CONS E FOR 2.5 IVIDUAL R	IS HERE EST VIR TRUCTIO % PREFE		
	(4) YE		1EDIA	TELY		THE DA	TE OF THIS	
SIGNATURE	<u> </u>	<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>				TELEPHONE		MATE
TITLE		FEI	N				ADDRESS CHAN	IGES TO BE NOTED ABOVE



MODSE

TILE

RFQ COPY

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

Request for Quotation

RFO NUMBER 708EC010

· PA	GE
	Z

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

26201

T

BUCKHANNON, WV

304-472-1750

ADDRESS CHANGES TO BE NOTED ABOVE

TYPE NAME/ADDRESS HERE DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 **BRUSHY FORK ROAD**

DATE PRINTED TERMS OF SALE SHIP VIA FOB. FREIGHT TERMS 02/27/2008 BID OPENING DATE: 04/02/2008 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE **AMOUNT** BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORA-TION 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 OWNERSHI 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 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 HEADUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION. APPLICATION IS MADE FOR 2.5% 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 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE DATE

FEIN



>WXDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

708EC010

PA	GE
	7

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

&H-₽ +0

DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD

BUCKHANNON, WV

26201

DATE PRI	NTED	TEF	MS OF SAI	£	SHIP VIA		F.O.B	FREIGHT TERMS
02/27	/2008			<u> </u>				
OPENING DATE		04/02/	2008			RIN	OPENING TIME	01:30PM
				CAT				
LINE	UUAI	NTITY	UOP	NO.	ITEM NUMBI	.	UNIT PRICE	TRUDMA
							1.	
	OF ONE	פתאוום	ED ST	ATE D	ESTDENTS W	HU CED	TIFIES THAT,	
							ERAGE AT LEAST	
	1	Y			R BIDDERS'	1		
					1		F WEST VIRGINIA	
							USLY FOR THE TW	
					L .	E	OF THIS BID.	<i>(</i> 0
	TEARS	THUEDT	AIELT	FREU	CDING SORM	T2210W	OF IMIS RID.	
	PIDDED	HADED	CTAND	e te	THE SECOND	4DV 0F	TAV & DEVENUE	
							TAX & REVENUE	
							FERENCE HAS	
							MENTS FOR SUCH	
	1	- 1			1		E DIRECTOR OF	
	1		ľ		1	,	CT OR PURCHASE	
							AGAINST SUCH	
							F THE BID AMOUN	
							THE CONTRACTING	•
						ID BAL	ANCE ON THE	
	CONTRA	CT OR	PURCH	ASE O	RDER.			
	<u></u>							
							DER AGREES TO	
							RMATION TO THE	
	1	4				ſ	DEPARTMENT OF	
					CLOSE TO TH			
							IFYING THAT	
							TAXES, PROVIDED	
							THE AMOUNTS OF	
						TION D	EEMED BY THE TA	X
	COMMIS	SIONER	TO B	E CON	FIDENTIAL.			
	1	į						
							G (WEST VIRGINI	A
					EREBY CERT			
							RESPECTS; AND	
							AND IF ANYTHIN	G
							SES DURING THE	
					BIDDER WILL			
	PURCHA	SING D	IVISI	NI NC	WRITING IN	MEDIA	ΓELY.	
			1			1		
(50.655.650.000.000.000.000				oseenė:	iedee eine ron er er	60 AND 2001	STIGNE	
TURE				OEE HE\	ERSE SIDE FOR TERM TEL	<i>I</i> IS AND CON EPHONE	DITIONS IDA	re
		FEI	N				ADDDCCC CHANG	ES TO BE NOTED ABOVE



RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

RFO NUMBER 708EC010

PA	GE
	8

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

Ţ

DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33

BRUSHY FORK ROAD BUCKHANNON, WV

26201

DATE PF	RINTEO	TE TE	RMS OF SA	LE	SHIP	VIA	F.O.B.		FREIGHT TERMS
	7/2008			<u> </u>				000000000000000000000000000000000000000	
IID OPENING DA		04/02	/2008		<u> </u>	מזמ	OPENING TIME	n 1	:30PM
				CAT					
LINE	QUA	NTITY	UOP	NO.	ITEM NU	MBER	UNIT PRICE		TAUOMA
				BIDDE	R:				
				DATE:					
				SIGNE	D:				
				TITLE	:				
	IN EIT ARE EN	HER "A TITLE! M 5%	A" OR D TO R PREFER	"B", Eceiv	OR BOTH '	"A" AND May requ	CONSIDERATION "B" WHICH YOU EST UP TO THE "B".	(S)	
					ICE				
	A SIGN	ED BI	MUST	BE S	UBMITTED	TO:			
	D	EPARTI	MENT O	F ADM	INISTRAT	EON			
			SING D						
					TREET, EA	AST			
	1		OX 50 STON,		5305-0130				
					THIS INF		N ON THE FACE Sidered:	OF	
	SEALED	BID							
	BUYER:					33			
CNATINE				SEE RE	VERSE SIDE FOR T		IDITIONS		
GNATURE	•					TELEPHONE		DATE	
TLE		F	EIN				ADDRESS CHA	NGES	TO BE NOTED ABOVE



RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

RFQ NUMBER	S
708FC010	

1	PAGE	÷	Ś	
l				
	9		-	

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

26201

P

DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 **BRUSHY FORK ROAD** BUCKHANNON, WV

304-472-1750

ADDRESS CHANGES TO BE NOTED ABOVE

		4			1		***************************************	erronogia a	
DATE PRIN	99.499.599.599.	i i i i i i i i i i i i i i i i i i i	RMS OF SAI	E	SHIP	VIA	FOB		FREIGHTTERMS
02/27/ BID OPENING DATE:		04/02/	2008		}	RTD	OPENING TIME	0.1	:30PM
LINE		NTITY	UOP	CAT,	ITEM NU		UNIT PRICE	. u	AMOUNT
				NO.	III-WIL	MULT.	UNITRICE		AMOURI
	RFQ. N	10.:				708E	C010		
	DID OF	VENTUO.	DATE.			0 ((0	2 (2222		
	PID OF	PENING	DAIL:			04/0	2/2008		
	BID OP	ENING	TIME:			1:30	PM		
-									
							IS NECESSARY		
	ID CON	IIACI Y	טט אב	GAKDI	NG YOUR I	31D:			
	-					 -			
	CONTAC	T DEDC	ON CD	LEACE	PRINT CI	EADLVIA			
	CONTAC) FERS	ON CF	LEASE	FRINI C	.CAKLTJ:			
	_								
	*****	THIS	T 2T	HF FN	D OF BEO	708FC	010 ***** TOT	ΛI •	
		71113	15	: L L I	ט וווע	70020		AL.	
		i							
			[
								1	
				SEE REV	ERSE SIDE FOR T	ERMS AND CON	IDITIONS		
SIGNATURE						TELEPHONE	C	ATE	
TITLE		FE	IN	·····		<u> </u>			

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS NO. 269-1-J

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, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. 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 vendor's 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 after receipt of purchase agreement. 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 must be provided within 90 calendar days after receipt 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 Ouotations.

(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, 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, 2008 and be clearly identified and marked with date of manufacture.

- 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 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 two (2) 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 or extended cab that seats five (5) adult passengers with a **minimum of two (2) doors**. 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 8.5.11.1	Instruments: Manufacturer's gauges to be direct readout type 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	Air filter restriction indicator, dash mounted
8.5.11.7	Engine hour meter, oil pressure controlled
8.5.11.8	Fuel gauge with low fuel warning indicator
8.5.11.9	Starter Switch: Key or push button type
8.5.11.10	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 8.6.1	Engine: Diesel Engine: 220 HP @ 2500 RPM minimum
8.6.2	Peak Torque: 520 lb ft/lb minimum torque
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
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.	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 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 – Hydraulic Disk Brakes:
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	Brake dust shield shall be provided
8.15.4	Brakes to meet or exceed all Federal and State standards
8.16 8.16.1	Tires and Wheels: 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.	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.
- 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 galvanneal 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.
- **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 galvanneal 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.

Wheel-wells to have rolled edge to provide strength and eliminate sharp edges.

9.3.20

- 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 unless voids warranty.
- 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

NOTE:

Vendor should type Bidder's Evaluation Report

BIDDER'S EVALUATION REPORT

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

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

NOTE TO BIDDER: Procurement Specification No. 269-1-J, 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 a summary of exception as a separate attachment, 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:Y	/RS
	Years Company has been an authorized dealer for proposed unit:	Y	RS
X3.2	Have you complied with all mandatory specifications?	YESNO	
	DELIVERY:		
X4.2.1	Delivery date of completed representative unit:	Calendar Days After Receipt of Purchase Agreemen	t
X4.2.2	Delivery date of balance of completed units:	Calendar Days After Receipt of Purchase Agreem	ent

X5.0	AWARD CRITERIA:				
X5.1	Prices in quantities of				
	1-5 6-10 11-15 16 and over	per unit per unit	delivery time delivery time	days after receip	ot of order ot of order
	SPECIFICATIONS - GENERAL Manufacturer, model, series, ar Is descriptive literature, fully des	nd date of manufa			NO
	If not, why?				
X6.2	Will the required number of se Equipment Division at Buckha	•	• •		the
	1-1-1	1 1	v	YES	NO
	Will the required Equipment P Report) be provided upon insp			ion X6.2 of Bidders YES	

X6.2 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.

DESCRIPT	DESCRIPTION:			M	AKE:	
M	ODEL:		YEAR:	PU	JRCHASE AMOUN	Г:
ENGINE:	MAKE:		MODEL:		FUEL TYPE:	
	HORSEPOWER:		CYLINDER:	EN	NGINE SERIAL:	
	COOLING SYST	EM CAPACITY: _				
BELTS:	DESCRIPTION:			PART NUM		
CVW.						
						REAR:
TIRES:	FRONT MAKE &					
	REAR MAKE &	SIZE:				
DIMENSIC	ONS OF UNIT:	LENGTH:		WIDTH: _		LENGTH:
VENDOR (CONTACT PERSO	N:			PHONE:	
PARTS:						
BATTERY	MAKE:		MODEL:		CCA:	
TOP OR SI	DE POST:		DIMENSIONS	S: LENGTH	WIDTH	HEIGHT
SPARK PL	UGS OR FUEL INJ	ECTORS MAKE: _		PART#		
FUEL PUM	IP OR INJECTION	PUMP MAKE:		MODEL: _		
ALTERNA'	TOR MAKE:			PARI#.		
STARTER	MAKE:			PART #:		
TURBO CH	IARGER MAKE: _			FAIX1 #		
TRANS. M	AKE:	MODE	EL:		AUTO/MANUA	L:
HYDRAUL	IC PUMP MAKE:			MODEL:		
FILTERS	MAKE	PART NO.	LUBR	UCANT	MANUFACTU	JRER TYPE
OIL			ENGI			
AIR OUTE	R		POWI	ER STEERING	T	
FUEL PRIN	MARY		HYD	RAULIC		
FUEL SEC	ONDARY	· ··· •	DIFF	ERENTIALS		
COOLANT	-		BRAK	E FLUID		
	IC		COOL			
OTHER			OTHE			

6.3	TRAINING:			
	Will training seminar be conducted on Preventive Maintenance, Operator			_
			_YES	NO
	Will you conduct training with each purchase order against this open	end c	ontract?	
			_YES	NO
	Will training be conducted within 2 working days from the delivery of the purchase order?		unit on the	
	If NO, explain time frame			
	Will an Operator's Manual be furnished directly to Training Academ		r to the _YES	NO
	delivery of the pilot?		_ 1123	110
6.4	If you are the successful vendor, will you furnish all training aids, i.e., in conducting the training? YESNO			ors, requir
6.4 6.4.1	If you are the successful vendor, will you furnish all training aids, i.e., in conducting the training? YESNO	, video	s, project ator proc	edures, and
	If you are the successful vendor, will you furnish all training aids, i.e., in conducting the training? YESNO Will all manuals, booklets, etc. explaining preventive maintenance service schedule be delivered with each unit?	, video	s, project ator proc	edures, and
5.4.1	If you are the successful vendor, will you furnish all training aids, i.e., in conducting the training? Will all manuals, booklets, etc. explaining preventive maintenance service schedule be delivered with each unit? If NO, explain WARRANTY AND SERVICE POLICY	, video	s, project ator proc _YES	edures, and
5.4.1	If you are the successful vendor, will you furnish all training aids, i.e., in conducting the training? Will all manuals, booklets, etc. explaining preventive maintenance service schedule be delivered with each unit? If NO, explain WARRANTY AND SERVICE POLICY Will the warranty and service you provide comply with all areas as stated in	, video	s, project ator proc _YES	edures, and
5.4.1 5.5	If you are the successful vendor, will you furnish all training aids, i.e., in conducting the training? Will all manuals, booklets, etc. explaining preventive maintenance service schedule be delivered with each unit? If NO, explain WARRANTY AND SERVICE POLICY Will the warranty and service you provide comply with all areas as stated i	, operander, operander, video	s, project ator proc YES ion 6.5 of	edures, and
6.4.1 5.5	If you are the successful vendor, will you furnish all training aids, i.e., in conducting the training? Will all manuals, booklets, etc. explaining preventive maintenance service schedule be delivered with each unit? If NO, explain WARRANTY AND SERVICE POLICY Will the warranty and service you provide comply with all areas as stated i	, video , oper	s, project ator proc YES ion 6.5 of NO	edures, andNO
6.4.1 6.5	If you are the successful vendor, will you furnish all training aids, i.e., in conducting the training? Will all manuals, booklets, etc. explaining preventive maintenance service schedule be delivered with each unit? If NO, explain WARRANTY AND SERVICE POLICY Will the warranty and service you provide comply with all areas as stated i Is warranty literature attached? Is a minimum two (2) year bumper to bumper basic parts and labor w	n Sect YES_	s, project ator proc YES ion 6.5 of NO	edures, and NO Specification

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.

(If additional lines are needed, make copies of form.)

1. De	efine the terms of the sta	andard warranty. If not offer	red, so state. (Atta	ach copy)
		be performed at DOH facil e facility. List name and loc		
3. Li knov		entories that are within the	State of West Virg	inia. Also, list availability levels, if
	uring the term of warran er will sell the parts to o	=	it to manufacturer'	's published list price for parts that
А. В. С.	Terms: Net 30 Terms: Net 60 Terms: Net 90	Manufacturer's published l Manufacturer's published l Manufacturer's published l	list price less:	% discount
	nring the term of warran ways?	y, will all manufacturers or	engineering impro	ovements be submitted to Division of NO
6. Du	oring the term of warran	y, list the guaranteed rates c	harged for repair t	o the unit.
A.	Shop Rate	\$ per r	nechanic hour	
В.	Travel Time Charge (Specify if one-way)	\$ per r		-
C.	Mileage Charge (Specify if one-way	\$ per v		-
D.	Field Mechanic Rate	\$ per m	nechanic hour	
E.	Specify period of time	e that prices are in effect:		
F.	Surcharge for miscell	nneous items:	%	

X6.6	EVALUATION COMMITTEE	REQUIREMENTS		
	Is all component specifications, Committee bid determination?	product literature, component models —	provided for F	
X6.7	specified herein, but which are and conform in strength, quali	essories, material, design and perfor e necessary to provide a complete un ity of material, and quality of works e market in general by the unit indu	nit, be furnish manship to the	ed with the unit ose which are
X6.7.1		dequate and regularly supplied as some of specifications herein, and exce		ecification are not
X6.7.2	Are all standard safety feature	es that are required by Federal and S	State statutesYES	
X7.0	unit to the specifications. Should the basis that such feature is not of	JOTED UNIT following schedule in order for the Div d the bidder except a requirement, ther offered by the manufacturer. The Div er's substitution meets the requirement	n such exception rision will have	on may be only on the sole
X8.0	SPECIFICATIONS - CHASS	SIS		
	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 ob- installation of utility bod	struction on outside of both rails fro	om rear of cat YE	

X8.5	Cab: Is the crew cabYESNO OR extended cab _		ÆS	_NO that	seats	
	adult passengers with doors. Manufacturer's standard sone piece tilt hood and fenders.	steel ar		perglass, equ YES		ith
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 be	lts		YES	_NO	
X8.5.5	Floor mats: Rubber floor mats throughout cab with non-absorbent back	ing un	der mat	s YE	S	NO
X8.5.6	Turn signals: Manufacturers heavy duty self canceling with hazard warni	_				
X8.5.7	Heater and defroster:Fresh air type, heaviest duty		_ YES _ _ YES _	NO NO		
X8.5.7.1	Rear heater for back seat compartment provided		_YES _	NO		
X8.5.8	Air conditioning manufacturers standard with replaceable f	resh ai	r filter_	YES _	NO)
X8.5.9	Windshield wipers and washers: Two speed electric wipers with intermittent feature. Washer system has largest reservoir offered by manufacture	er.		YES	NO	
X8.5.10	Radio: AM/FM			YES	_	
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	*10	YES_	NO		
X8.5.11.4	Engine RPM tachometer		YES_	NO		
X8.5.11.5	Speedometer with odometer	YES	N	0		

X8.5.11.6	Air filter restriction indicator, dash mounted	YES	NO	
X8.5.11.	Engine hour meter, oil pressure controlled	YES	NO	
X8.5.11.8	Fuel gauge with low fuel warning indicator	YES	NO	
X8.5.11.9	Starter switch key or push button	YES	NO	
X8.5.11.1	0 Low coolant indicator	YES	NO	
X8.5.12	Rearview mirrors dual heated west coast type, 7" x 16" breakaway feature YESYES		ral finish wi	th fore and aft
	Corrosive resistant finish or stainless steel powder housing and mounting brackets	coat or alu	ıminum	or composite
X8.5.13	Grab handle both sides internal or external to rear of do	or 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 En	gine:	-		
X8.6.1	Diesel Engine: HP @ RPM			
X8.6.2	Peak torque: Ib ft/lb torque			
X8.6.3	Horizontal exhaust that meets all Federal Noise Abatem	ent Requirements YES		
X8.6.4	Air cleaner: Dry type with frontal or side air intake due	l element YES	_NO	
X8.6.5	Oil Filter full flow type	YES	_NO	
X8.6.6	Fuel heater water separator mounted inside engine comp	oartment YES	NO	
	Manufacturer:		<u> </u>	

X8.6.7	In block engine heater?	YES	NO	Watts
	Includes weatherproof spring loaded cap over plug	YES	NO	
	lutch:			
X8.7.1	Two plate ceramic 14 inch diameter mechanical pull type c			manual feature
	Manufacturer:	YES	NO	
X8.8 C	ooling System: Is the cooling system capable of maintaining engine tem recommended range during continuous operation? YESNO	perature wi	ith the mar	aufacturer's
	Does cooling system have thermostat and by-pass for wa	arm up?	_YES	NO
	Is anti-freeze Dex-Cool extended type providing freeze p	protection to		lower? NO
X8.8.1	Is radiator provided with bug screen or stone and gravel	guard YES	NO	
X8.9 Fu	uel 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 N0	10	R 2 tan	ıks
X8.10 Ele	ectrical System:			
X8.10.1	Type:(Manufacturer) 12 volt negative grou	ind system YES	NO	
X8.10.2	Number of 12 volt batteries with sealed terming	inals YES	NO	
X8.10.3	Batteries: Approximate Ratings			
X8.10.3.1	Reserve Capacityminutes @ 27°C	fully charge	ed (all batt	eries).
X8.10.3.2	Cold crank power: amps @			
X8.10.4	Alternator capacity: amps brushless with inte	ernal regula	tor	
X8.10.5	Wiring: Is it heavy duty hypalon type or equal heavy duty	ty sheathings) VE	e No

X8.10.6	Does the lighting conform to the W. Va. Motor Vehicle Code ICCYESNO
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 compliantYESNO Manufacturer/Part#
X8.10.8	Is fire extinguisher installed in unit conveniently located?YESNO
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 auxiliary spring system oflbs
X8.13.3	Ratio: is top speed of vehicle 65 MPH?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? YESNO
X8.15	Brakes "Hydraulic Disk Brakes"
X8.15.1	Front brake size:
X8.15.2	Rear brake size:
X8.15.3	Brake dust shield provided YES NO
X8.15.4	Do brakes meet or exceed all Federal and State standardsYESNO

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 accommod	late specified tire	size
		YES	
	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 X8.17.1	Power Steering: Manufacturer:	11	
X8.18	Front Bumper: Manufacturer		
X8.19	Other Standard Features - Chassis List other standard features offered and not addres	sed above:	
X8.20	Paint: Describe proposed method of painting unit:		
	Is sample of proposed paint attached to bid?YE	SNO	74.0.
	If NO, when will sample be submitted?		
	<u> </u>		

X8.20	0.1	Specify cab exterior/interior and service body color & paint type:
X8.20).2	Will chassis be painted manufacturer's standard black?YESNO
X8.20	0.3	Is truck grille manufacturer's standard similar to silver/aluminum in color? YESNO
X8.20).4	Are fuel tanks, steps, front and rear bumper manufacturers standard color?YESNO
		Non-corrosive coated? YESNO
X8.20	.4.1	Wheel paint (describe):
X8.20	2.5	Will plant paint procedures be manufacturers standard for prepYESNO
		Cab and utility body white and chassis black? YES NO
X8.20	.6	Will you furnish larger paint sample if required? YESNO
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 Throu X8.20	gh	Does the conspicuity striping material provided meet the requirements of Section 8.20.7.2, 8.20.7.3, 8.20.7.4, 8.20.7.5, 8.20.7.6, and 8.20.7.7 YESNO
X8.20	.7.8	Is your proposed paint plan attached with your bid? YES NO
9.0	SPEC	IFICATIONS - UTILITY SERVICE BODY
	Manuf	facturer: Model:
	Have	you attached shop drawings? YES NO
X9.1	Overal	ll 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:Inch	nes				
X9.2.4	Compartment Depth:	Inches				
X9.2.5	Head Room, floor to inside to	op of enclosure:	I	nches		
	Construction: Is unit electrically welded, rust r	—				
X9.3.1	Floor plate:		ES	NU		
X9.3.2	Are front and rear cross mem	bers 5 inch, 6.7 structural ste				
	Are intermediate cross memb					
X9.3.3	Are doors double panel with s		alike? YES	NO		
	Gauge A	Are there chains on (curb side		al doors to	hold level for	work
X9.3.4	Wheelhousing:					
	Are they full inner lined with	steel and accepting up to 11F	322.5 on/o	ff highway	tread radial ti	res?
X9.3.5	Gauge of galvanized steel of with 3 removable and adjustal compartment? Number of dividers included	ole shelves in each of the left	y slotted (front verti	on 4 inch o ical compa	enters for div	r iders, ght rear
X9.3.6	Gauge of galvanneal steel of	partitions, bottoms, header	rs, panel t	op and bu	lkhead	
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? YESNO
	With combination pintle-ball hitch rated at 2,000 lb. torque weight and 12,000 lb. trailer weight? YESNO Height of ball above ground Inch
	Does the bumper design provide a step full width of body?YESNO Step inches from the ground. Ball diameter inches.
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? YESNO
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? YESNO
X9.3.12	Will body surfaces not accessible after assembly be fully painted and rust proofed prior to assembly?
X9.3.13	YES NO 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? YESNO
X9.3.15	Height of ladder racks above the bed floor inches 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
X9.3.17	Do locks have double strikers?YESNO Do street side horizontal doors have rubber bumpers to protect paint?YESNO

X9.3.18	Clear vertical opening of double rear doors i	nches			
	Clear horizontal opening inches.				
X9.3.19	Are two (2) dome lights with manual switch wired into ceiling of bed enclosure? YESYES		rical system	and installed or	1
X9.3.20	Do wheel wells have rolled edge to provide strength and	eliminate sh			
X9.3.21	Are all four (4) doors sealed with automotive type rubber	r sealer? YES _	NO		
X9.3.22	Does the top enclosures include three (3) full length horisupporting bulkheads? YES		es each side	with the necess	ary
	Do these shelves extend past the inside face of the bod	ly side comp			
	Does each have a three (3) inch front lip to retain materia	lls and tools? YES _			
X9.3.23	Service Body paint:			. Hit happy day	
X9.3.24	Is the understructure completely undercoated? Will it void the warranty if undercoated?		YES	_NO _NO	
X9.3.25	Does the proposed unit meet or exceed "OSHA OF 19	70" or subs YES _	_	nges?	
X9.3.26	Does the unit conform to advertising guidelines?	YES _	NO		
X9.3.27	Will the Preventive Maintenance and Operator Proced	dures as des YES _		provided?	
X9.3.27.1	If you are the successful vendor, will you furnish a etc., required in conducting the training? Y	ll training a ES NO		deos, projector	s,

IN CINC. INCOME	RFQ No.	708EC010
-----------------	---------	----------

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING 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 owed 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:

Purchasing Affidavit (Revised 06/15/07)