



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

Solicitation

NUMBER

7013EC05

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ALAN CUMMINGS
304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

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DIVISION OF HIGHWAYS
JOBSITE
SEE SPECIFICATIONS

DATE PRINTED

01/31/2013

BID OPENING DATE:

03/13/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	DUMP BODIES, TRUCK	EA		065-30		
OPEN-END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR CLASS 371 SINGLE AXLE TRUCK CAB AND CHASSIS, SPREADER BODY AND HYDRAULIC SYSTEM WITH PRE-WET SYSTEM PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 7013EC05 ***** TOTAL:						
SIGNATURE						
TELEPHONE						
DATE						
TITLE						
FEIN						
ADDRESS CHANGES TO BE NOTED ABOVE						

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

WV Division Of Highways - Equipment Division
 Rt. 33 and Brushy Fork Rd.
 Buckhannon, WV 26201

02/27/2013 - 10:30 A.M.

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline: 03/06/2013

Submit Questions to:

Alan Cummings

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Alan.W.Cummings@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

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

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ | Technical
 ☐ | Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

03/13/2013 - 1:30 P.M.

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

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

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

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

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

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

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

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on

 and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- | | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- | | **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- | | **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - | ✓ | **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - | | **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - | | **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - | | **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
 - | | **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

- | | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

- | | **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- | | **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

- | | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

- | | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

- | | **Commercial General Liability Insurance:**

or more.

- | | **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]	
[]	
[]	
[]	

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

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

n/a	for n/a

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

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

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

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and 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.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

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

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM**SOLICITATION NO.:** 7013EC05

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

 Company

 Authorized Signature

 Date

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

REQUEST FOR QUOTATION

7013EC05

Class 371 Single Axle Truck Cab and Chassis, Spreader Body
and Hydraulic System with Pre-Wet system

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for Truck Cab and Chassis, Spreader and Hydraulic System.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as 7013EC05.
 - 2.4 **“GVWR”** means Gross Vehicle Weight Rating.
 - 2.5 **“DOT”** means Department of Transportation.
 - 2.6 **“RBM”** means Resisting Bending Moment.
 - 2.7 **“APADS”** means Air Conditioning Protection and Control System.
 - 2.8 **“RCD”** means Refrigerant Control and Diagnostic.
 - 2.9 **“FMVSS”** means Federal Motor Vehicle Safety Standards.
 - 2.10 **“NTEA”** means National Truck Equipment Association.
 - 2.11 **“CID”** means Cubic Inch Displacement.
 - 2.12 **“ISO”** means International Organization for Standardization
 - 2.13 **“NEMA”** means National Electric Manufacturers Association
 - 2.14 **“PWM”** means Pulse width Modulation

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2.15 "NPT" means National Pipe Thread

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below:

3.1.1 Truck Cab And Chassis

3.1.1.1 General - The truck cab and chassis must:

3.1.1.1.1 Have a Gross Vehicle Weight Rating
"GVWR" of 33,000 lbs or more.

3.1.1.1.2 meet or exceed Federal requirements for the
G.V.W.R specified herein as published in
DOT:

3.1.1.2 Frame - The following are mandatory requirements related to
the truck cab and chassis frame.

3.1.1.2.1 The Frame must have the following
dimensions:

A. Rear of cab to center of rear axle: Minimum –
101" Maximum – 102"

B. Rear of cab to end of frame rail: Minimum –
152", Maximum – 153"

C. Wheelbase: Minimum: 169", Maximum – 170".
The wheelbase must also be of a forward design
to allow for snowplow applications.

3.1.1.2.2 The frame must have an integral front

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frame extension with no frame cutouts other than cutouts necessary to allow for engine installation. The frame extension shall extend past the grill area a minimum of 12", maximum 24"

3.1.1.2.3 The steel used to construct the frame must have a minimum of 120,000 P.S.I. yield strength.

3.1.1.2.4 R.B.M.: Minimum - 2,040,000 Ins./Lb. per rail

3.1.1.2.5 The frame rails must be configured to permit the installation of a hydraulic oil tank and under body tool box between the rear of the cab and the front of the rear tires.

3.1.1.2.6 The factory bumper shall be omitted.

3.1.1.3 Cab - the following are mandatory requirements related to the cab.

3.1.1.3.1 The cab must be constructed of steel, fiberglass, aluminum, or some combination thereof.

3.1.1.3.2 The cab interior must be finished with manufacturer's highest interior trim level.

3.1.1.3.3 The cab interior noise level rating must not exceed 80 decibels.

3.1.1.3.4 The cab must contain an ambient temperature display to monitor outside temperature.

3.1.1.3.5 The cab must contain a tilt hood and fenders of steel and/or fiberglass construction.

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- 3.1.1.3.6 The cab must contain inner fender panels to adequately protect from material/debris entering the engine compartment.
- 3.1.1.3.7 The cab must contain a tilt steering column with a cruise control feature or locking hand operated throttle.
- 3.1.1.3.8 The cab driver seat must:
 - A. Be bucket style fully adjustable high back design with headrest.
 - B. Be air ride equipped.
 - C. Provide air lumbar, hip/back/side bolsters.
 - D. Be covered with cloth, "Modura" or equal.
- 3.1.1.3.9 The cab passenger seat must:
 - A. Be bucket style fully adjustable high back design with headrest.
 - B. Be air ride equipped.
 - C. Be covered with cloth or cloth with vinyl insert.
- 3.1.1.3.10 Seat clearance between passenger and driver seats must be a minimum of 12 inches.
- 3.1.1.3.11 Floor mats must be made of rubber material with non-absorbent backing and be placed on the driver and passenger sides.
- 3.1.1.3.12 The cab must include a fresh air type heater and defroster of the heaviest duty offered by manufacturer.

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3.1.1.3.13 The cab must include windshield wipers and washers that will:

A. Be arctic type and of the heaviest duty offered by the manufacturer.

B. Contain an intermittent feature.

C. Be Equipped with snow type blades

3.1.1.4 Instruments – The following instruments must be contained in the truck cab and chassis.

3.1.1.4.1 Visual/audible/programmable, or combination thereof, warning Gauges designed to alert driver when operating conditions are exceeded.

3.1.1.4.2 Voltmeter or Ammeter

3.1.1.4.3 Engine RPM Tachometer

3.1.1.4.4 Speedometer with Odometer.

3.1.1.4.5 Dual speedometer leads

3.1.1.4.6 Air Pressure Gauge

3.1.1.4.7 Dash mounted Air Filter Restriction Indicator

3.1.1.4.8 Engine Hour meter - regulated by engine operation and not by key switch or ignition control.

3.1.1.4.9 Fuel gauge with low fuel warning indicator

3.1.1.4.10 Oil pressure gauge

3.1.1.4.11 Engine temperature gauge

3.1.1.4.12 Low Coolant indicator

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3.1.1.4.13 An air actuated or cable control valve shall be provided for a unit with front air intake.

3.1.1.5 Accessories – The following accessories must be included with the truck cab and chassis:

3.1.1.5.1 Dash mounted two (2) cup drink holder as provided by the manufacturer.

3.1.1.5.2 Air horn(s) - If cab mounted or exposed to external elements, air horn(s) must have snow shield(s) and must be positioned in such a manner as to allow adequate clearance for the future installation of a dump body cab protector

3.1.1.5.3 The cab will include rear view mirrors that are:

- A. Dual Heated
- B. West Coast Type with approximate dimensions of 7" x 16" each.
- C. Power adjustable with convex spot mirrors or dual flat mirrors with an approximate dimension of 7"x14" inches and are power adjustable with separate dual convex spot mirrors with an approximate dimension of 8"x6" inches.
- D. Fore and aft breakaway
- E. Corrosive resistant with housing and mounting brackets finish equal to that of stainless steel, powder coat, aluminum or molded plastic.

3.1.1.5.4 The cab shall have grab handle(s):

- A. Either internal or external cab, which will be installed on both the passenger and driver sides and shall be mounted at the rear of each door opening.

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B. On the cab exterior located on the driver side.
This handle shall contain a non-slip insert for bed
inspection.

3.1.1.5.5 The cab shall have the manufacturer's standard
tinted safety glass installed throughout the
front, sides and rear.

3.1.1.5.6 The cab shall have dual power windows.

3.1.1.5.7 The cab will have the manufacturer's standard
AM/FM stereo with weather band radio
feature.

3.1.1.5.8 The cab must include fresh air type air
conditioning with APADS or equivalent
refrigerant control diagnostics system. The
vendor shall also include replaceable fresh air
filter. The fresh air type air conditioning shall
be of the heaviest duty offered by
manufacturer.

3.1.1.5.9 The cab shall have a bug screen and will be
installed behind the cab grille.

3.1.1.5.10 Mud flaps shall be provided and installed on
the cab behind the left and right front tires

3.1.1.5.11 The cab shall contain an emergency triangle
warning kit, with hold down and shall be
KD610-464S, KD Lamp Co. or equal. Such
emergency triangle warning kit must be
properly affixed to the cab. (Check with DOH
before mounting)

3.1.1.5.12 Accessories not indicated above but are
included in the manufacturer's standard cab
shall be provided.

3.1.1.6 Engine - The truck cab and chassis will have a diesel engine
that shall:

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- 3.1.1.6.1 Have a minimum rating of 260 Horsepower, 660 ft lb. Torque or more.
- 3.1.1.6.2 Meet current EPA requirements without the use of credits.
- 3.1.1.6.3 Have a Davco, Alliance, Racor, or equal fuel heater/water separator which shall be mounted inside the engine compartment.
- 3.1.1.6.4 Have a minimum 1000 watt/115v engine block heater. The block heater plug shall have a weather proof spring loaded cap .
- 3.1.1.6.5 Have a single vertical exhaust pipe and a horizontal muffler with heat shield. The exhaust shall be frame mounted on passenger side and must meet or exceed Federal noise abatement requirements.
- 3.1.1.6.6 Have a compression, exhaust or combination thereof engine brake.

3.1.1.7 Cooling System - the following mandatory requirements are related to the cooling system which will be proved with the truck cab and chassis.

- 3.1.1.7.1 The cooling system shall be capable of maintaining the proper engine operating temperature during continuous winter/summer operation.
- 3.1.1.7.2 The cooling system shall have a Horton Drivemaster, Hino, or equivalent Automatic "on-off" fan drive. Fan blades shall be nylon.
- 3.1.1.7.3 The cooling system will be filled with Dex-Cool or equivalent permanent type extended life coolant. The coolant used shall be rated at 34°F minimum.

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3.1.1.7.4 Radiator and heater hoses shall be of silicone type, Gates Blue Stripe or equivalent.

3.1.1.7.5 Constant torque clamps or equivalent shall be utilized on radiator hoses.

3.1.1.8 Fuel Tank - The truck cab and chassis shall have a fuel tank that will:

3.1.1.8.1 Have a minimum fuel capacity of 50 U.S. Gallons.

3.1.1.8.2 Comply with FMVSS

3.1.1.9 Electrical System - The truck cab and chassis shall have a electrical system that that will:

3.1.1.9.1 Be a twelve (12) volt negative ground system and have a 1800 Cold Crank AMPS minimum battery with sealed terminals.

3.1.1.9.2 Have a brushless alternator. The alternator will have an internal regulator and capable of producing 105 AMPS or greater.

3.1.1.9.3 Have daytime running lamps.

3.1.1.9.4 Have LED Cab marker lights.

3.1.1.9.5 Have Halogen headlamps.

3.1.1.9.6 Have the Auxiliary snow plow lighting package.

3.1.1.9.7 Have wiring for rear taillights: The Vendor may eliminate rear taillights but must provide a minimum of eight (8) feet of wiring which will be bundled at the end of frame. A third party body "builder" will connect the wiring from the frame to the taillights of the dump bed body.

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- 3.1.1.9.8 Have "slice free" circuit interface capability with a connection plug provided. Circuit interface shall be located at rear of frame to provide the third party body "builder" the ability to connect seamlessly to the stop, tail, and marker light circuits. The ignition controlled auxiliary feed shall be grounded to insure chassis wiring integrity.
- 3.1.1.9.9 Have "Body Builders Circuits" that connect to three (3) switches located in the dash instrument panel. The dash switches will control the power module and have LED backlighting. There shall be one "body builder" weather protected connection box or power module that will be located under the rear of the cab. This power module shall have a minimum of 20 amps per channel and have a maximum 80 amp output.
- 3.1.1.10 Drivetrain** - The truck cab and chassis shall have a drivetrain that will:
 - 3.1.1.10.1 Have an automatic, 6 speed, Allison 3500RDS, or equal, transmission and will have a transmission mounted PTO.
 - 3.1.1.10.2 Have a Spicer 1710 or equal driveline with a greasable main shaft.
 - 3.1.1.10.3 Have a rear axle with a minimum load capacity of 23,000lbs.
 - 3.1.1.10.4 Have a single reduction, drive controlled main locking differential.
 - 3.1.1.10.5 Have a gear ratio which will allow the vehicle to be capable of a top speed of 70 MPH.
 - 3.1.1.10.6 Have a rear spring capacity of 23,000 lbs. or more. The spring capacity rating of 23,000 lbs

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or more includes the 4,500 lb. capacity load stabilizer springs.

3.1.1.10.7 Have sufficient clearance between spring, brake chambers and tires to operate with single tire chains.

3.1.1.10.8 Have a rear axle differential, transmission, and front wheel lubrication reservoirs. The lubrication reservoirs shall be filled with synthetic type lubrication and must provided with magnetic drain plugs where applicable.

3.1.1.10.9 Have "I Beam" type front axle with a minimum capacity of 14,000 lbs.

3.1.1.10.10 Have a front spring capacity of 14,000 lbs or more.

3.1.1.10.11 Have heavy duty shock absorbers as supplied by the manufacturer.

3.1.1.10.12 Meet or exceed all current FMVSS requirements for air brakes .

3.1.1.10.13 Have a tractor protection valve and hand control valve. These valves will accommodate the installation of glad hands at rear of frame rails which will enable the unit to pull a trailer with air brakes.

3.1.1.10.14 Have "glad hands" recessed as not to stick out past end of frame rails.

3.1.1.10.15 Have manufacturer's standard power steering for front axle.

3.1.1.11 Tires and Wheels - The following are mandatory requirements related to the truck cab and chassis tires and wheels.

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- 3.1.1.11.1 The front and rear wheels will be 22.5 x 8.25, hub piloted steel disc type. This size is necessary to accommodate the specified tire size below.
- 3.1.1.11.2 The front tires shall be 11R22.5H. These tires shall be highway tread design, radial, tubeless, have load range H and must be 16 ply.
- 3.1.1.11.3 The rear tires must be 11R22.5G and shall be Goodyear G-G244 MSD, Michelin XDY-3 or equal. These tires shall be on/off highway lug tread design, radial, and tubeless.

3.1.1.12 Paint, Decals and Logos - The paint, decal and logos are mandatory as related to the truck cab and chassis.

- 3.1.1.12.1 The cab exterior and interior shall be Federal Standard White 595 A (No. 17875). The Paint process shall be Base Coat-Clear Coat of Imron 6000 or equal.
- 3.1.1.12.2 The cab grille will be the manufacturer's standard grille paint and shall be silver or aluminum in color. Grilles made from bright finish or bright plated material do not require painting.
- 3.1.1.12.3 The fuel tanks, steps, air tanks, and battery box shall be non-corrosive coated.
- 3.1.1.12.4 Wheel paint shall be top coat painted with TGIC polyester powder paint MLD-82008 high gloss gray or equal applied over a Cathodic Electro-Disposition Gray Primer or equal.
- 3.1.1.12.5 The cab will be properly prepared prior to painting per the manufacturer's standard procedures.

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- 3.1.1.12.6 The cab will not be painted white over top another finish color.
- 3.1.1.12.7 The WVDOH logo (to be supplied by WVDOH) is see Exhibit "C" and is 7 inches tall and 7 inches wide inches wide. The area behind logo and within 1/2 inch of logo is not to be striped.
- 3.1.1.12.8 Striping as specified shall be installed by the vendor.
 - A. Have a 2" wide upper stripe color of dark blue
 - B. Have a 2" wide lower stripe color light gold
 - C. See Exhibit "D" for placement
- 3.1.1.12.9 The cab and chassis shall have no visible advertising, decals or nameplates or painted on names representing the manufacturer or model number or trademark should appear on the exterior of the unit. Logos created through the stamping or casting process of manufacture are acceptable.
- 3.1.1.12.10 Vendor shall consult with the WVDOH prior striping of the pilot model.

3.1.2 Combination Dump/Spreader Body**3.1.2.1 General - The Combination Dump/Spreader Body must:**

- 3.1.2.1.1 Be constructed of type 201 stainless steel
- 3.1.2.1.2 Have a minimum water level capacity of 6.5 cubic yards
- 3.1.2.1.3 Have a front body bulkhead constructed of 201 stainless steel with a minimum thickness of 3/16 inch.

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- 3.1.2.1.4 Have a cab shield with sufficient clearance to ensure shield will not hit the exhaust when dumping on uneven terrain.

3.1.2.2 Spreader Body Dimensions - The spreader body will conform to the following dimensions.

- 3.1.2.2.1 The inside length of the spreader body will not exceed 126 inches
- 3.1.2.2.2 The inside width of spreader body – Shall have a minimum width of 88 inches to maximize capacity and lower the center of gravity of the unit
- 3.1.2.2.3 The outside width of the spreader body shall be 96 inches at the integral fenders
- 3.1.2.2.4 The spreader body spacing from cab: 4 inches minimum
- 3.1.2.2.5 Minimum side height (measured from the floor to top rail): 30 inches
- 3.1.2.2.6 Minimum Tailgate height (measure from the floor to top rail): 42 inches
- 3.1.2.2.7 Body overhang(measure from center of hinge pin): Minimum 10 inches, maximum 18 inches
- 3.1.2.2.8 The cab protector shall be sloped rearward and maintain adequate clearance for cab mounted air horns, the minimum dimensions are 24 inches x 94 inches

3.1.2.3 Spreader body sides, front, head, and tailgate construction - The construction of the spreader body sides, front, head, and tailgate must:

- 3.1.2.3.1 Be 201 Stainless steel

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- 3.1.2.3.2 Have ¼ inch AR400 floor
- 3.1.2.3.3 Have 3/16 inch thickness sides
- 3.1.2.3.4 Have 3/16 inch thickness tailgate plate
- 3.1.2.3.5 Have 3/16 inch thickness top rail
- 3.1.2.3.6 Have 10 gauge thickness front cab protector
- 3.1.2.3.7 Have a set of two (2) piece 201 stainless steel formed tubular longitudinal (consisting of both an inner and outer formed long sills). The inside formed longitudinal shall be constructed of ¼" 201 stainless steel and the outside formed longitudinal shall be constructed of 7 gauge 201 stainless steel with a minimum combined overall height of 12" (including the internal stainless steel gussets). There shall be a ¼" thick stainless steel "fish plate" welded to the outside longitudinal above the rear hinge.
- 3.1.2.3.8 Have welding inside the spreader body that shall be continuous, not "skip" or "spot" welded. All rails and posts must also be continuous welded.
- 3.1.2.3.9 Must be Unibody design and contain no crossmembers.
- 3.1.2.3.10 Must have one piece sides of 201 stainless material
- 3.1.2.3.11 Have cab protector sides, formed with gussets which extend forward a minimum of 24 inches. A minimum of 3 inches clearance above the highest point of the cab is required.

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3.1.2.4 Integrated center conveyor - The spreader body shall contain an integrated center conveyor that must:

- 3.1.2.4.1 Have a conveyor driven by a 25:1 planetary gearbox drive or equal with 8.0 CID hydraulic motor mounted on the rear shafts.
- 3.1.2.4.2 Provide the body the ability to convey granular material with the body down.
- 3.1.2.4.3 Not contain wood products between truck frame and spreader body.
- 3.1.2.4.4 Have front and rear shafts that are 2 inch in diameter and have eight tooth sprockets.
- 3.1.2.4.5 Have drive sprockets be double keyed to shaft.
- 3.1.2.4.6 Have a conveyor width of a minimum of 28 inches.
- 3.1.2.4.7 Have an inner sill constructed of ¼ inch / 7 gauge 201 stainless steel which will form the conveyor chain guard.
- 3.1.2.4.8 Have 201 stainless steel formed outer long sills.
- 3.1.2.4.9 Have a conveyor bed floor constructed of 3/16 inch, AR400 material with 190,000 PSI yield, 200,000 PSI tensile strength and have Brinnell Hardness of 400.
- 3.1.2.4.10 Have a formed 3/8 inch thick tie plate extend between the left and right side of the body, located at the rear of the unit. This tie plate will provide additional structural support at the rear of the body to prevent sagging at the rear corner posts.
- 3.1.2.4.11 Have a D667K pintle type conveyor chain rated at 24,000lb. tensil/strand, with a

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minimum 3/8" x 1 1/2" conveyor crossbars
welded to every link.

- 3.1.2.4.12 Have a stainless steel pan under the conveyor which will be located under the spreader body. This pan shall be constructed of 14 ga. 201 stainless steel and shall cover the full width of the truck frame and shall be easily removable.

3.1.2.5 Rear feed gate: - The spreader body shall contain a rear feed gate that will:

- 3.1.2.5.1 Be located in the rear of the body tailgate and constructed of 7 gauge, 304 stainless steel. The dimensions of the tailgate shall be 10 inch minimum to 12 inch maximum X 24 inch minimum to 26 inch maximum.
- 3.1.2.5.2 Be lever operated or screw adjustable.
- 3.1.2.5.3 Be capable of being positively locked into position.

3.1.2.6 Spinner assembly - The spreader body shall contain a spinner assembly that must:

- 3.1.2.6.1 Include rear spinner chute and brackets
- 3.1.2.6.2 Be universal and used at rear.
- 3.1.2.6.3 Adjustable left to right, and up to down
- 3.1.2.6.4 Have a 10 gauge, 20 inch diameter spinner disk with a replaceable machined hub.
- 3.1.2.6.5 Constructed of 409 or 304 stainless steel.
- 3.1.2.6.6 Be enclosed in a removable material shedding protective cover if the spinner hydraulic motor is mounted on top of spinner disc.

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3.1.2.7 Hydraulic Hoist: The spreader body shall contain a hydraulic hoist and shall be Trunnion Mount and conform to the following mandatory requirements:

- 3.1.2.7.1 The Telescopic hoist shall be no less than N.T.E.A. Class 40.
- 3.1.2.7.2 The hoist cylinder shall be Malhoit CS-90-4-3DA or equal, double acting and have three (3) stages with a minimum 90 inches of stroke with a four (4) inch diameter first stage.
- 3.1.2.7.3 The hoist cylinder shall have wear and corrosion resistant nitride cylinder tubes.
- 3.1.2.7.4 The hoist cylinder shall have a five (5) degree oscillating cylinder collar to protect the cylinder against side stress.
- 3.1.2.7.5 The hoist hinge shall have a 6 inch x 8 inch x 1/2 inch structural angle rear hinge assembly installed in the truck chassis frame (no hoist subframe). The rear hinge assembly shall have cold roll steel hinge pins connecting to 2 1/2 inch hinge blocks with grease zerks.

3.1.2.8 Spreader Body Features - The spreader body must have the following features which will:

- 3.1.2.8.1 Have a console mounted warning light when bed is raised.
- 3.1.2.8.2 Have a hydraulic oil level reading
- 3.1.2.8.3 Have safety decals
- 3.1.2.8.4 Have Mud guards that shall be 201 Stainless steel, 10 gauge x 24 inches x 30 inches which are permanently attached in front of rear wheels. Rear mud flaps will be provided by the West Virginia Division of Highways.

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- 3.1.2.8.5 Include a stainless steel shovel bracket on front head board, driver's side.
- 3.1.2.8.6 Have 201 stainless steel gussets (board pockets) to accommodate 4 inch x 6 inch rough cut lumber located at front, mid-rail and rear of the body. 4 inch x 6 inch (rough) oak sideboards will be supplied by the vendor and bolted through the gussets.
- 3.1.2.8.7 Have an air operated tailgate with a full width cross shaft and a single air brake chamber.
- 3.1.2.8.8 Have a hopper screen to prevent oversized material from entering the hopper during filling.
- 3.1.2.8.9 Have a 49,000 lb. pintle hook Holland Ph760 or equal between rear frame rails. Height from ground to center of eye should be 32".
- 3.1.2.8.10 Have an OSHA approved backup alarm 112dba, mounted at the rear.

3.1.2.9 Lighting – The spreader body shall have the following lighting features which must:

- 3.1.2.9.1 Have weather/shock resistant LED lighting with an average amp range of .045 to .72. Grote or equal. All connections shall have snap plug assemblies and epoxy sealed electronics for protection.
- 3.1.2.9.2 Have marker lights that are 2 1/2" diameter flush mount sealed beam lights with an integral reflector mounted in rubber base.
- 3.1.2.9.3 Have ground wires attached with plated steel fasteners, tack weld not acceptable.

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3.1.2.10 Tailgate - The spreader body must have a tailgate which will:

- 3.1.2.10.1 Be constructed of 201 stainless steel.
- 3.1.2.10.2 Be hinged at top, with flame cut hardware, pork chop type off-set hardware to allow maximum opening of tailgate, but shall have provision for pivoting at the bottom.
- 3.1.2.10.3 Be flush mounted, 1/2 inch flame cut 201 stainless steel tailgate pivots.
- 3.1.2.10.4 Have latch hooks made of 3/4 inch 201 stainless steel.
- 3.1.2.10.5 Have latch plates made of 3/8 inch 201 stainless steel.
- 3.1.2.10.6 Have a full perimeter 201 stainless steel boxing with all horizontal edges sloped outward.
- 3.1.2.10.7 Have two (2) 10 gauge 201 stainless steel sloped horizontal braces that are flush with perimeter boxing.
- 3.1.2.10.8 Have cold roll steel upper pins with grease zerks.

3.1.2.11 Load Covering System - the following are mandatory requirements related to the load covering system.

- 3.1.2.11.1 The electric motor assembly shall be 12 volt, direct drive, with forward and reverse action. Electronic motor shall have a resetting circuit breaker and a cab mounted control switch.

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3.1.2.11.2 The load covering system shall have a pivot arm assembly of 1 ¼", 14 gauge. steel tubing.

3.1.2.11.3 The load covering system's bent arms shall be constructed with minimum 1" 14 gauge Steel tubing.

3.1.2.11.4 The rear cross shall be constructed of minimum 1 ¼" gauge steel tubing.

3.1.2.11.5 A minimum 18 oz. black vinyl tarp to fit 10' body shall be provided.

3.1.2.11.6 All necessary hardware, for the load covering system shall be provided, as a complete and operational unit, with adequate primer and paint.

3.1.2.12 Bumper - The spreader body must have a tailgate bumper that must:

3.1.2.12.1 Have a minimum weight of 10.20 lbs per square foot.

3.1.2.12.2 Be formed from ¼ inch roll steel and shall:

- a. Cover all of truck frame (min. of 12 inches) with 2 flanges of minimum 2.25" top and bottom.
- b. Have minimum width of 94 "
- c. Be straight across from centerline of truck chassis, minimum 21" each side of centerline, making bumper straight minimum 42" long in center with ends swept back minimum 30 degrees and minimum 27 inches each side.

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- d. Be mounted by 2 mounting angles bolted to front of truck frame with 2, 5/8" bolts each side.
- e. Have upper and lower flanges cut and welded solid at point where bumper is bent and ground off smooth.
- f. Have mount angle minimum of 1/4"x3"x8" long with 4 5/8" holes.
- g. Be painted Martin Senour #82-5802 Dark Blue or equal.

3.1.2.12.3 The front frame shall have two (2) frame mounted tow hooks or eyes.

3.1.2.12.4 One tool box shall be mounted under body on right side frame rail meeting the following:

- a. Dimensions of 18" H x 24" W x 18" D, cradled by a heavy steel angle frame attached to truck frame.
- b. Be 14 ga. Minimum stainless steel with all seams welded.
- c. Have a horizontal hinged fold down door with cable or chain to support door.

3.1.2.13 Paint: - The following are mandatory requirements related to the spreader body and paint.

3.1.2.13.1 There shall be no paint on the 201/304 stainless steel surfaces of the body.

3.1.2.13.2 Front bumper shall be painted Martin Senour Dark Blue #82-5802 or similar

3.1.2.14 Detail/Decorative Stripes - The following are mandatory requirements related to the spreader body and Detail/Decorative Stripes.

3.1.2.14.1 Striping material shall meet the requirements of ASTM.D4956-91 Type V sheeting, a super high-

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intensity retroreflective sheeting consisting of microprismatic retroreflective elements. The conspicuity sheeting must meet the requirement of NHSTA, DOT, 49CFR, PART 571 Federal Motor Vehicle safety standards for conspicuity sheeting.

- 3.1.2.14.2 The sheeting for both applications above shall not exceed more than .0008 inch thick having minimum 47,000 microprisms per square inch and shall come with an aggressive high tack pressure sensitive adhesive, Reflexite or equivalent.

- 3.1.3 **Central Hydraulic System** - The central hydraulic system described herein shall be used to operate the following: A front mounted telescopic dump body hoist cylinder, a hydraulically driven integrated salt and abrasive spreader system requiring the simultaneous operation of two (2) hydraulic motors, a double acting snowplow lifting cylinder, a snowplow power angle system and a auxiliary equipment drive circuit.

- 3.1.3.10 Pump System-** The central hydraulic system will have a pump system that must:

- 3.1.3.10.1 Be a variable volume pressure compensated load sensing axial piston type.
- 3.1.3.10.2 Be front mounting flange with a main housing/case constructed of cast iron. Inlet and outlet port section shall be high strength ductile iron with SAE split flange porting.

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- 3.1.3.10.3 Have proper seals to facilitate use of a “wet-spline” PTO.
- 3.1.3.10.4 Have suction port and associated plumbing properly sized to allow for minimum inlet restriction between the pump and the suction port on the reservoir. (Installation must comply with pump manufacturers allowable inlet condition specifications.)
*Suction plumbing shall be equal to or greater than pump inlet or suction size.
- 3.1.3.10.5 An input shaft, SAE “C” or greater, with a minimum continuous torque rating equal to 200% of the imposed load when pump is operated at maximum engine RPM, maximum displacement and system pressure.
- 3.1.3.10.6 Have case drain and load sense signal ports which should be of the SAE o-ring type. The case drain line shall run directly to the tank without passing through the return line filter.
- 3.1.3.10.7 Have a front input shaft bearing of heavy duty ball or roller type design for high axial and radial loading.
- 3.1.3.10.8 Have a rear shaft bearing of high speed and load sleeve type design. Bearings shall be fully lubricated by flooded case oil.
- 3.1.3.10.9 Have a ramp/swashplate supported by pressure lubricated bearings of the rocker cam or servo control cylinder. This requirement is for rapid pump response and precise pump output control.

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3.1.3.10.10 Have an adjustable load sense and high pressure compensator control valve assembly. The assembly shall be of the full cartridge or of bolt-on housing design.

3.1.3.10.11 Provide flow, pressure and performance requirements stated herein with a maximum operating load sense differential pressure of 300 PSI and a maximum standby pressure of 350 PSI for maximum efficiency. If pilot control shifted valving is utilized in the system they are to be designed to be fully functional within this pressure range.

3.1.3.10.12 Have a Pump Output: capable of providing the hoist cylinder extension required for a 50 degree body dump angle in 13 seconds at 1500 engine RPM at a 1000 PSI system load.

3.1.3.10.13 Have a Sauer Danfoss Series 45 Rexroth A10VO Series 31, Parker P2 Series, Vickers PVH800 Discovery Series or equal pump.

3.1.3.10.14 Be PTO mounted off transmission

3.1.3.10.15 Be constant mesh style and fit on the Allison transmission or equal. Constant mesh means that the PTO will have no shift mechanism, it will always be engaged "LIVE POWER" when the engine is started.

3.1.3.10.16 Have a PTO of the cast iron design and double gear.

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3.1.3.10.17 Have a wet-spline design PTO to provide constant pressure lubrication to pump shaft splines.

3.1.3.10.18 Have a PTO with a direct mount rotatable pump flange.

3.1.3.11 Pump Shutdown System – The central hydraulic system shall Have a pump system that will:

3.1.3.11.1 Be normally closed, energized to open, and have a solenoid operated control valve of the cartridge and manifold design that is directly bolted to pump pressure port.

3.1.3.11.2 Have solenoid operated control valve protect the pump from damage when the system is shut down at high pressure and flow operation.

3.1.3.11.3 Have a solenoid electrical connection of the Packard "Weatherpack" type with "SO" cable wiring.

3.1.3.11.4 Have a solenoid operated control valve operated by a console mounted "Master On" switch with pilot lamp for normal system operation and by a float switch located in hydraulic reservoir to automatically shut off pump pressure port flow to all downstream functions in the event of low hydraulic oil level.

3.1.3.11.5 Pressure drop across solenoid operated control valve shall not exceed 40 PSI at 40 GPM flow when in the switched open position. Nominal valve rating of 50 GPM @ 3,500PSI.

3.1.3.11.6 Have a control console mounted audio alarm and warning lamp indicating pump pressure and flow shutdown. The warning lamp shall be a press to test light and incorporate a switching system into the automatic shutdown assembly to simulate low oil level, shut off pump output flow and test float switch wiring and connections.

3.1.3.11.7 Have a console mounted electrical override switch provided to allow momentary operation of hydraulic functions in emergency situations.

3.1.3.12 Directional Control Valve Assembly – The central hydraulic system will have a directional control valve that shall:

3.1.3.12.1 Be of the stacked section type and of closed center circuit design

3.1.3.12.2 Be pressure and flow compensated with fully integrated load sense network for each section.

3.1.3.12.3 Have a flow output relative to spool travel with preset maximum flow rate obtained at maximum spool stroke to provide feathering control of operation.

3.1.3.12.4 Contain a valve assembly flow capacity rating and pressure drop characteristics sufficient to provide for the required pump output and circuit flow rates at the specified maximum load sense differential pressure settings.

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- 3.1.3.12.5 Have pressure compensation of the spinner and auger sections and also a priority section installed to allow for operation of the plow hoist in any circumstance.
- 3.1.3.12.6 Have a main pressure inlet relief valve provided to reduce system pressure shock loads. Valve shall be preset at a pressure so as not to interfere with pump pressure compensator and to prevent premature relief opening at system high demand operation.
- 3.1.3.12.7 Have a design compatible with all requirements set forth in pump section. Pilot supply and tank venting shall be internal within the valve assembly sections.
- 3.1.3.12.8 Have a load sense network high pressure relief provided and preset to limit system maximum operating pressure. Set point will provide proper pressure margin to pump pressure compensator and high pressure relief valve as to prevent premature loss of required flow rates and pressure capability.
- 3.1.3.12.9 Have valve sections with properly sized spools for optimal section and overall system functionality.
- 3.1.3.12.10 Have valve ports of the o-ring seal type and be of sufficient size to handle required section flow rates at stated load sense differential pressure.

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3.1.3.12.11 Have manual cable shift type for the dump body, snowplow lift and snowplow power angle sections.

3.1.3.12.12 Have a dump body control section with a 4-way, 3 position spring centered cylinder spool which operates a double acting hoist cylinder.

3.1.3.12.13 Have a full flow work port relief valve installed in the power up port set to 2000 PSI and in the power down port set to 500 PSI.

3.1.3.12.14 Have a 4 way, 3 position snow plow lift control section, spring centered cylinder spool with float detent for operation of a double acting lift cylinder with pilot controlled load lock valves.

a. If the valve design does not require a load holding check valve to properly carry the plow weight, the pilot operated load holding check valve may be eliminated.

3.1.3.12.15 Have a snowplow power angle control section which shall be 4 way, 3 position spring centered cylinder spool for operation of a power angle plow.

3.1.3.12.16 Have an auxiliary circuit section of the electric solenoid shift type.

3.1.3.12.17 Have an auxiliary equipment drive circuit control section should be 3 way, 3 position spring centered solenoid operated motor spool. This circuit shall be separate from

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The spreader control system.

3.1.3.12.18 Have a flow limiting control system preset to provide a maximum of 22 GPM at a system load pressure of 2200 PSI. Pump shall be capable of supplying this flow rate with engine speed of 1400 RPM.

3.1.3.12.19 Have a directional control valve assembly with tank that must be in an enclosure to protect it from the elements.

3.1.3.13 Spreader Control Valve Assembly – The central hydraulic system will have a spreader control valve assembly that must:

3.1.3.13.1 Spinner and conveyor shall be of the PWM proportional solenoid type and be equipped with manual overrides.

3.1.3.13.2 Have flow control circuits' pressure compensated and provide a spinner flow rate of 0-7 GPM and a flow rate of 0-15 GPM.

3.1.3.13.3 Have pressure relief valve system that limits circuits to a maximum of 2200 PSI.

3.1.3.13.4 Have manual overrides adjustable, over operating flow range in the event of electrical system failure.

3.1.3.13.5 Have load sense circuits which shall be connected to directional control valve network for proper pump control. Design shall prevent improper high pressure load sense signal and pressure line loading when spreader valve is not in use and when spreader quick disconnects are uncoupled.

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3.1.3.13.6 PWM solenoid control supplied by microprocessor spreader control system. Solenoids should be capable of 100% PWM signal without failure.

3.1.3.14 Plow Balance Valve – The central hydraulic system shall have a plow balance valve that will:

3.1.3.14.1 Be designed to offset a specific (adjustable) plow weight when activated.

3.1.3.14.2 Not alter the operation of any other hydraulic function or have adverse effect on the performance of other hydraulically operated equipment including: Wing plow, body hoist, plow hoist or angle, and spreader functions.

3.1.3.14.3 Provide immediate plow lift.

3.1.3.14.4 Provide manual override capabilities if needed for continued use when coil fail, if solenoid valve coils are used.

3.1.3.14.5 Contain a manifold valve with a pressure test point for use when checking balance pressure. Pressure test point must be capable of tapping into system at a pressure of 5000 PSI.

3.1.3.15 Spreader Control System – The central hydraulic system shall have a spreader control system that shall:

3.1.3.15.1 Be dual flow, ground speed oriented spreader control of the closed loop microprocessor based type, with nonvolatile control memory.

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- 3.1.3.15.2 Have automatic calibration and flexibility of programming.
- 3.1.3.15.3 Be capable of operation in ground speed oriented closed loop conveyor feed back, open loop, manual set, blast and unload modes
- 3.1.3.15.4 Be automatic switchover with display indication from closed loop to open loop operation in the event of loss of feed rate sensor signal shall be provided.
- 3.1.3.15.5 Control console digital readouts shall;
 - a. Display actual application rate
 - b. Vehicle ground speed
 - c. distance of route driven
 - d. Total quantity of material spread
- 3.1.3.15.6 Have a control unit capable of accumulating display information up to 999,999 miles and 999,999 tons of discharged material.
- 3.1.3.15.7 Have console programming capable of selection, calibration and display of 4 separate materials with independent application rates of each material capable of being set to fixed rates or to increments of a preset maximum application rate.
- 3.1.3.15.8 Have a variable digital access code or key lockout for Application rate selection and for system operating parameters shall be provided.
- 3.1.3.15.9 Contain backlighted switches and color touch screen for on-board

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programming, display readout and application rate selection.

3.1.3.15.10 Have a material spread width which shall be selectable by no less than a ten (10) position switch with minimum and maximum spinner speed totally programmable through entire flow range. Spinner speed shall be capable of linking to ground speed for on-off control.

3.1.3.15.11 Have a display must enunciate error message and sound audio alarm when microprocessor system detects any loss of control or accuracy.

3.1.3.15.12 Be fully functional at time of delivery. All components required for proper installation and operation of control system onto truck and spreader units must be supplied.

3.1.3.15.13 Have a control speed sensor compatible with the type of speedometer drive system on chassis.

3.1.3.15.14 Have a built-in ground speed simulator provided; either internal to the control or located in the control console.

3.1.3.16 Central Control Console – The central hydraulic system shall have a central control console that will:

3.1.3.16.1 Be mounted between seats within easy access of the driver.

3.1.3.16.2 Have a bed raised, warning.

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- 3.1.3.16.3 Have all wiring, valve control cables and electrical harness entry into cab and console sealed with grommets.
- 3.1.3.16.4 Have remote control valve levers that are console mounted and clearly marked as to their function.
- 3.1.3.16.5 Have remote control levers to operate push-pull type cables with .250" diameter stainless steel rod ends.
- 3.1.3.16.6 Have an inner cable member which shall be 18-8 stainless steel armor wrapped construction with a low resistance nylon liner and polyethylene covered tempered steel wire conduit.
- 3.1.3.16.7 Have a weather resistant bonneted type cable to valve connection.
- 3.1.3.16.8 Have a hoist control lever which is OSHA compliant, hoist interlock.
- 3.1.3.16.9 Have all interconnections and cables installed and ready for operation.
- 3.1.3.16.10 The hydraulic system automatic Shutdown system and control switching should be relay controlled.
- 3.1.3.16.11 The relay should be mounted within the cab.

3.1.3.17 Hydraulic Reservoir and Valve Enclosure Assembly – The central hydraulic system shall have a hydraulic reservoir and valve enclosure assembly that will:

- 3.1.3.17.1 Have a minimum thirty (30) gallon operating capacity, flex mounted to

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the chassis frame rail and have a valve enclosure assembly.

3.1.3.17.2 Be constructed of seven (7) gauge, 304 stainless steel minimum.

3.1.3.17.3 Be equipped with a combination oil level sight glass and thermometer.

3.1.3.17.4 Be equipped with a 10 micron filler/breather cap with a removable 500 micron strainer.

3.1.3.17.5 Have a tank level switch connection with "SO" type wiring and mounted within the tank/valve enclosure to protect it from the elements.

3.1.3.17.6 Have an internal steel baffle.

3.1.3.17.7 Have a pump supply suction port with a minimum 2" NPT and system return port a minimum 1 1/4" NPT.

3.1.3.17.8 Filtration – The hydraulic reservoir and valve assembly shall be have proper filtration that will:

A. Be the manufacturers standard filtration to adequately protect the hydraulic system from damage.

B.If the filter is not installed in the reservoir, it shall be isolated from reservoir by a full flow, non-restrictive type quarter turn brass ball valve.

C.Have, each filter equipped with a differential pressure switch to indicate filter clogged condition by a console indicator.

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D. Have one (1) extra replacement filter for each assembly shall be provided per truck.

3.1.3.18 Hoses and fittings – The central hydraulic system shall have hoses and fittings that must:

- 3.1.3.18.1 Meet or exceed SAE Specification 100R2 and shall be equal to Gates high pressure hose, type C2AT for sizes up to and including 1" ID.
- 3.1.3.18.2 Have Snap tite quick disconnects (manifold mounted) supplied for the forward and rear spinner 1/2 inch pressure and return lines. Use of iron or galvanized iron pipe for fittings and connectors is not acceptable.
- 3.1.3.18.3 Have fittings and connectors of steel type designed for high pressure hydraulic system use.
- 3.1.3.18.4 Have pipe thread connectors coated with liquid Teflon pipe sealer prior to assembly. Use of Teflon tape is not acceptable.
- 3.1.3.18.5 Have hoses run to the front of truck chassis for snowplow functions and shall be manifold mounted behind the front bumper with sufficient access for pump service and snowplow hitch installation.
- 3.1.3.18.6 Successful vendor shall contact WVDOH representative for location prior to pilot model review.

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3.1.3.18.7 But not limited to, any items not specifically stated herein but necessary for proper system installation and operation shall be supplied and shall comply with recommended hydraulic industry standards.

3.1.3.19 Hydraulic Pre-testing – The central hydraulic system shall have hydraulic pre-testing that must:

3.1.3.19.1 Be initially serviced by the vendor and shall be the vendors responsibility for pre-testing of the hydraulic system.

3.1.3.19.2 Fill reservoir with a high grade 32AW hydraulic fluid to approximately forty (40) gallon level and should be marked on sight glass.

3.1.3.19.3 Perform start-up and initial run of hydraulic system, checking for leaks, excessive heat, system efficiency, etc. Vendor will be responsible for replacing any defective component. Vendor will not be responsible for initial test of plow circuits if equipment is not available to do so; however, vendor will be responsible for any defects discovered at time of plow installation.

3.1.3.20 Successful vendor shall provide WVDOH with complete list of all filters required for normal maintenance on proposed unit with the pilot unit. See Exhibit “B”.

3.1.3.21Pre-Wet System – The following are mandatory requirements related to the pre-wet system which shall:

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- 3.1.3.21.1 Be mounted vertically, on the frame rails, behind the rear of the cab and dump body and shall;
- 3.1.3.21.2 Have a minimum capacity of 120 gallons.
- 3.1.3.21.3 Have measurements of 36"x60"x14"
- 3.1.3.21.4 Have all stainless steel mounting brackets and hardware.
- 3.1.3.21.5 Run off the dedicated hydraulic circuit From the main hydraulic valve.
- 3.1.3.21.6 Have at least 1- 4" minimum top threaded fillwell with screw down lid and 1" quick disconnect bottom fill.
- 3.1.3.21.7 Have a float switch installed in the bottom end of tank which is connected to the cab control for automatic shut-Down when tank is empty.
- 3.1.3.21.8 Include all necessary mounting hardware stainless steel channels, tank pans, tank stops, all bolts and fasteners, strap rods, rub pad and nylon tie-down straps.

3.1.3.22 The pre-wet system shall contain a liquid pump that shall:

- a. be self-priming, cast bronze rotary gear pump with pulse free positive displacement design.
- b. Have an aluminum bodied geroller style hydraulic motor drive the liquid pump
- c. have side ports of o-ring design, (pipe thread is not acceptable).
- d. Have pressure compensated 12VDC proportional

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Flow control valve to control hydraulic flow to the hydraulic motor.

- e. Have a continuous duty rating of 125 PSI and Capable of 9 GPM at 45 PSI.
- f. Include a built-in relief valve set at 45 PSI
- g. Have the liquid pump and hydraulic motor directly connected. (a lovejoy coupler is not Acceptable)
- h. Be mounted in a stainless steel or NEMS 4x Style weather tight enclosure resistant to UV Light, chemicals and corrosion.
- i. Have all hydraulics inside enclosure hard plumbed.
- j. Have pump plumbed through a 0-15 GPM flowmeter, Seametrics SPX-075-13 or equal.
- k. Come with flush port for pre-fill or flush of mechanical seal chamber.

3.1.3.23 The pre-wet system shall contain a spray system shall;

- 3.1.3.23.1 Interface with and be completely controlled by the ground speed spreader control.
- 3.1.3.23.2 Have the ability to turn off at any time.
- 3.1.3.23.3 Not have a separate cab console.
- 3.1.3.23.4 Maintain 10 gallons per ton of material at any vehicle speed.

3.1.3.24 The pre-wet system shall contain a wiring and harness system shall;

- 3.1.3.24.1 Meet ISO rating IP68 and NEMA 6.
- 3.1.3.24.2 Have zinc die cast e-coated connectors, similar to a MIL spec connector.
- 3.1.3.24.3 Have 3 sealing points;
 - a. the lock ring
 - b. the raised portion of the molded plastic surrounding each pin.

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c. a viton o-ring the seals the entire connector

3.1.3.24.4 A TPE – thermoplastic elastomer cable jacket
Molded to the connectors.

3.1.3.24.5 Have connectors and harness rated for a
Temperature range from -30 degree C to a
+70 degree C.

3.1.3.24.6 Have water tight connectors when tested in 6' of
water for 24 hours,

3.2 **Contract Items and Non-Mandatory or Desirable Requirements:**
Vendor should provide Agency with the Contract Items listed below on an
open-end and continuing basis. Contract Items are desirable but are non-
mandatory.

3.2.1.4 Instruments: Manufacturer's gauges with visual and/or audible
and/or programmable warning to inform driver when operating conditions
are exceeded may include:

3.2.1.4.1 Heavy Duty Air filter element type

3.2.1.6 Engine: The truck cab and chassis will have a diesel engine that
may:

3.2.1.6.1 Have zinc, nickel plated aluminum or non-corrosive
engine oil pan.

3.2.1.6.2 Provide electronic speed control including throttle and
cruise control.

3.2.1.8 Fuel tank: The truck cab and chassis will have a fuel tank that
may,

3.2.1.8.1 Have a chain tethered filler cap.

3.2.1.9 Electrical System: The truck cab and chassis will have an
electrical system that may,

3.2.1.9.1 Have jump start studs mounted on the outside of battery

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box.

3.2.1.9.2 Have weatherproof plug located at lower left front grille/bumper area. All wiring connections should be weatherproof with wiring encased in wire looms. Placement location should be discussed with WVDOH representative before pilot review.

3.2.1.9.3 Have provisions for 7-way trailer connection light socket mounted at the rear of truck frame. Plug should be Cole Hersee #12063 or equal.

3.2.1.10 Drivetrain: The truck cab and chassis will have a drivetrain that may,

3.2.1.10.1 Have front wheel oil lubricated wheel seals, Stemco or equal.

3.2.1.10.2 Have Model TF550 Bendix or equal compressor 10.0 CFM.

3.2.1.10.3 Have service brake
A. Front 16.5"x5"
B. Rear 16.5"x7"

3.2.1.10.4 Have parking brake; spring set, air release actuating axle service brakes. Instrument panel control. 30/30 MGM or equal.

3.2.1.10.5 Have sealed brake chambers with epoxy exterior coat On front and rear chambers; MGM, Anchorlok or Equal.

3.2.1.10.6 Have air dryer with heater, Bendix, Westinghouse, AD9 Or equal.

3.2.1.10.7 Have manufacturer's standard air tanks for service Brakes; auxiliary tank for parking brake.

3.2.1.10.8 Have low air pressure warning light & buzzer for Brakes.

3.2.1.10.9 Have brake dust covers on all wheels.

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3.2.1.11 Tires and Wheels: The following are non-mandatory Requirements related to the truck cab and chassis tires and Wheels.

3.2.1.11.1 All wheels to include wheel guard separators.

3.2.1.12 Paint, Decals and Logos: The following are non-mandatory Requirements related to the truck cab and chassis, tires and Wheels,

3.2.1.12.1 Have the DOH logo (See Exhibit "C"), area behind Logo and within ½" of logo is not to be striped. Stripes to follow The contour of logo, in lieu of straight cut and be installed by the Vendor.

3.2.1.12.2 Have proposed paint plan included with bid; including Paint chips and proposed striping detail on cab.

3.2.1.12.3 Have reserved the right to require subtle color changes If required to match DOH logo.

3.2.1.12.4 May at our description require that the vendor measure Adhesion by the criteria set forth in ASTM D3359-74, Method B. A rating of less than 4 on this test would be deemed unacceptable.

3.2.2.2. Spreader Body Dimensions: The following are non-mandatory Requirements for the spreader body;

3.2.2.2.1 An additional capacity of 1.8 cubic yard provided by Sideboard pockets and tailgate.

3.2.2.3 Spreader body sides, front, head and tailgate construction: The following items are non-mandatory but desired;

3.2.2.3.1 Rear corner posts of one (1) piece construction.

3.2.2.4 Integrated center conveyor: The following items are non-mandatory but desired.

3.2.2.4.1 The box top rail to slope inward to shed debris.

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3.2.2.4.2 A conveyor with a truck frame to body floor height of 12 inches.

3.2.2.6 Spinner Assembly: The following items are non-mandatory but desired;

3.2.2.6.1 The successful vendor should install the rear spinner chute and brackets for rear spreading.

3.2.2.8 Spreader Body features: The following features are desired;

3.2.2.8.1 The body vendor should align exhaust stack for body clearance.

3.2.2.8.2 A 201 stainless steel fold down ladder that locks into position when either in the up or down position.

3.2.2.8.3 One (1) 201 stainless steel grab handle.

3.2.2.9 Lighting : The following features are desired;

3.2.2.9.1 Rear lights which are shock mounted, recessed oval stop, tail, turn, and back-up lights mounted in back post. strobe lights, Truck Lite 60360Y or equal, marked and switched from dash board location.

3.2.2.9.2 Three (3) center rear, I.D. lights located in truck chassis.

3.2.2.9.3 Have two (2) amber oval LED strobe lights mounted at: front corners of the cab protector and two (2) at each outside corner of cab protector. Truck Lite 60122Y or equal marked and switched from dash board location.

3.2.2.9.4 Have two (2) amber oval LED strobe lights mounted at the top of rear corner posts right and left sides and switched in conjunction with cab protector strobe. TruckLite 60122Y or equal.

3.2.2.9.5 A lighted license plate bracket.

3.2.2.9.6 Auxiliary headlights to be shock mounted on fender of unit. TruckLite 80800 with 27008 bulb or equal.

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3.2.2.10 Tailgate: The spreader body will have a tailgate and should contain these desirable features:

- 3.2.2.10.1 Have heavy duty offset hinge plates, one (1) inch flame cut 201 stainless steel.
- 3.2.2.10.2 Have ¾ inch 201 stainless steel latch hooks with 3/8 inch 201 stainless steel latch.
- 3.2.2.10.3 Have full perimeter 201 stainless steel boxing with all horizontal edges sloped outward.
- 3.2.2.10.4 Have a 7 ga. 01 stainless steel 10-12 inch x 24-26 inch rear feed gate.
- 3.2.2.10.5 Have top hinge removable, chain tethered keeper pins.
- 3.2.2.10.6 Have latching action at bottom of gate which is operable by the driver without leaving the cab.
- 3.2.2.10.7 Have a self aligning gate.
- 3.2.2.10.8 Have 304 stainless steel lower latch tail Gate pins, 1 ¼" diameter.
- 3.2.2.10.9 Have a body integrated or bolt on 201 stainless Steel 15" spreader apron.
- 3.2.2.10.10 The design and strength characteristic of the entire body should be such that the unit structural members and the hoisting system will not suffer any deformation, damage, or structural failure resulting from raising a distributed full payload.

3.2.2.11 The spreader body will have a Load Covering system which should contain these desirable features:

- 3.2.2.11.1 Pivot arm rests included.
- 3.2.2.11.2 A steel cab protector mounted

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Triple bend wind deflector.

**3.2.2.12 The spreader body should contain these desirable
features relating to paint:**

3.2.2.12.1 All 304 stainless steel surfaces
should be unpainted and cleaned
with an acid wash solution to remove
carbon burning from the stainless
steel welds.

3.2.2.12.2 Non-stainless steel components
should be painted aluminum.

**3.2.2.13D The spreader body should contain these desirable
features for Detail/Decorative Stripes with Logo:**

3.2.2.13.1 Tailgate and body sides should be
outlined with red/silver pre-
striped conspicuity retroreflective
weather resistant striping.

3.2.2.13.2 Bidder should attach his proposed
paint plan with this bid; including
proposed paints as well as striping
detail on a cab silhouette sheet.
Bidder may modify attached striping
plan to fit his particular hood or cab
shape.

**3.2.3.10 Pump System: The central hydraulic system should
have a pump which includes these desirable features:**

3.2.3.10.1 A pressure port of the SAE split
flange type or ORB side mounted for
direct mounting of solenoid shut
down valve assembly.

**3.2.3.11 The central hydraulic system should have a pump
shut down system which includes these desirable
features:**

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3.2.3.11.1 SAE #6 gauge port equipped with Parker Hannifin Model PD361 diagnostic coupling nipple and protective cap installed in valve manifold and within an easily accessible mounting position.

3.2.3.12 The central hydraulic system should have a Directional Control Valve Assembly which includes these desirable features:

3.2.3.12.1 Weather resistant caps or cable entry bonnets sealing each valve spool end section.

3.2.3.12.2 An inline mounted control valve may be supplied rather than a directional control valve section.

3.2.3.12.3 The pressure line should be 3/4" SAE 100R2 hose and manifold mounted at the rear of chassis and equipped with Parker Hannifin SH6-62 quick disconnect coupler and protective metal plug as well as SH6-63 mating nipple with protective cap.

a. Mounting location will be determined during pilot model review.

3.2.3.13 The central hydraulic system should have a Spreader Control Valve Assembly which includes these desirable features:

3.2.3.13.1 Include an electrical switching indicator light for spreader clog.

3.2.3.15 The central hydraulic system should have a Spreader Control System which includes these desirable features:

3.2.3.15.1 Control should have USB interface

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3.2.3.16 The central hydraulic system should have a Central Control Console which includes these desirable features:

- 3.2.3.16.1 Switches with indicators should be provided for:
- a. strobe lights
 - b. spreader lights
 - c. plow lights
- All isolated from the hydraulic system control circuits.
- 3.2.3.16.2 An access plate to internal wiring should be provided.

3.2.3.17 The central hydraulic system should have a Hydraulic Reservoir and Valve Enclosure Assembly which includes these desirable features:

- 3.2.3.17.1 "Hydraulic Oil" should be stenciled on tank in a minimum of 1 ½" letters.
- 3.2.3.17.2 Filter assemblies should be positioned as close to reservoir as possible and in an easily accessible location.

3.2.3.18 The central hydraulic system should have Hoses and Fittings which includes these desirable features:

- 3.2.3.18.1 Each hose assembly, except for suction hose, should be fitted with JIC swivel connections on ends where connection to system component is made.
- 3.2.3.18.2 Suction hose should be 2" nominal ID and meet SAE Specification 100R4, braided fiber, spiral wire reinforced, rubber covered hose with replaceable bolt-on type fittings.
- 3.2.3.18.3 Hydraulic hoses should be fully cleaned on

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interior, installed and ready for operation.

3.2.3.18.4 Grommets should be used when routing hoses through steel bracketing or frame members.

3.2.3.18.5 Pipe thread ported components and connectors should be used only when the specific component is not available with SAE or JIC porting.

3.2.3.18.6 Snowplow lines should be equipped with complete ½" "VH" series Snap-tite quick disconnects (coupler and nipple to be supplied) and metal caps and plugs.

3.2.3.19 The central hydraulic system should have Hydraulic Pre-Testing which includes these desirable features:

3.2.3.19.1 Refill reservoir to the 40 gallon operating Level.

3.2.3.19.2 Any hydraulic lines located within 10" of Exhaust system should be metal lines and Insulated.

4 CONTRACT AWARD:

4.2 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Alan.W.Cummings@WV.Gov

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5 ORDERING AND PAYMENT:

- 5.2 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication.
- 5.3 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6 DELIVERY AND RETURN:

- 6.2 Delivery Time:** Vendor shall deliver standard orders within 180 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. A completed pilot model for inspection must be provided within 120 working day(s) after receipt of the purchase agreement by the successful vendor
- 6.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.

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- 6.5 Representative Unit for Test:** The successful vendor must (if specified) provide the DOH one (1) completed represented 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 may 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.
- 6.6 Condition of Unit(s) Upon Delivery:** All units must arrive at the prescribed delivery point having been completely pre-serviced 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.
- 6.7 Delivery Point:** Delivery point of the completed representative unit will be the WVDOH, Equipment Division, Rt. 33 and Brushy Fork Road, Buckhannon, WV 26201.

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7 MISCELLANEOUS:

7.2 No Substitutions: Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

7.3 Exception to Non-Mandatory Specifications: Exception to a non-mandatory specification may be made by the bidder, providing the exception is not available from the manufacturer. Any exception must be indicated on a separate attachment and labeled as "Exceptions to Specifications" and supported by documentation from the manufacturer. 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.

7.4 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

7.5 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

7.6 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 the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery. There must be 12 service/shop/maintenance manuals and 14 parts manuals; CD-ROM is preferred in lieu of parts manuals. Manuals shall be delivered upon completion of delivery of total units. Failure to do so will delay payment

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- 7.7 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 operators and mechanics updated, the successful vendor shall conduct a minimum of 3 one day training sessions covering the operation, maintenance, trouble shooting and calibration/ programming of the hydraulic system and spreader controls with each purchase order against this open end contract. 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
P.O. Box 610
Buckhannon, West Virginia 26201
prior to delivery of the pilot unit. Training seminar to be held at the WVDOT, Equipment Division, Buckhannon, WV.
- 7.8 Preventative Maintenance & 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 Preventative 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 as required in conducting the training.
- 7.9 Warranty and Service Policy:** The unit must be accompanied upon delivery by the unit's manufacturers executed warranty and service policy.
- 7.10 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.

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Exhibit A

Cost Sheet
RFQ#: 7013EC05

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Total
1	20	Each	One complete unit: truck cab and chassis, dump body and piston pump hydraulics fully installed and functional.		\$ -

Vendor should also supply the year, make, and model of the following:

Truck Cab and Chassis: _____

Dump Body: _____

Piston Pump Hydraulics: _____

EXHIBIT B

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 _____

AIR INNER _____

AIR OUTER _____

FUEL PRIMARY _____

FUEL SECONDARY _____

COOLANT _____

HYDRAULIC _____

OTHER _____

ENGINE _____

TRANSMISSION _____

POWER STEERING _____

HYDRAULIC _____

DIFFERENTIALS _____

BRAKE FLUID _____

COOLANT _____

OTHER _____

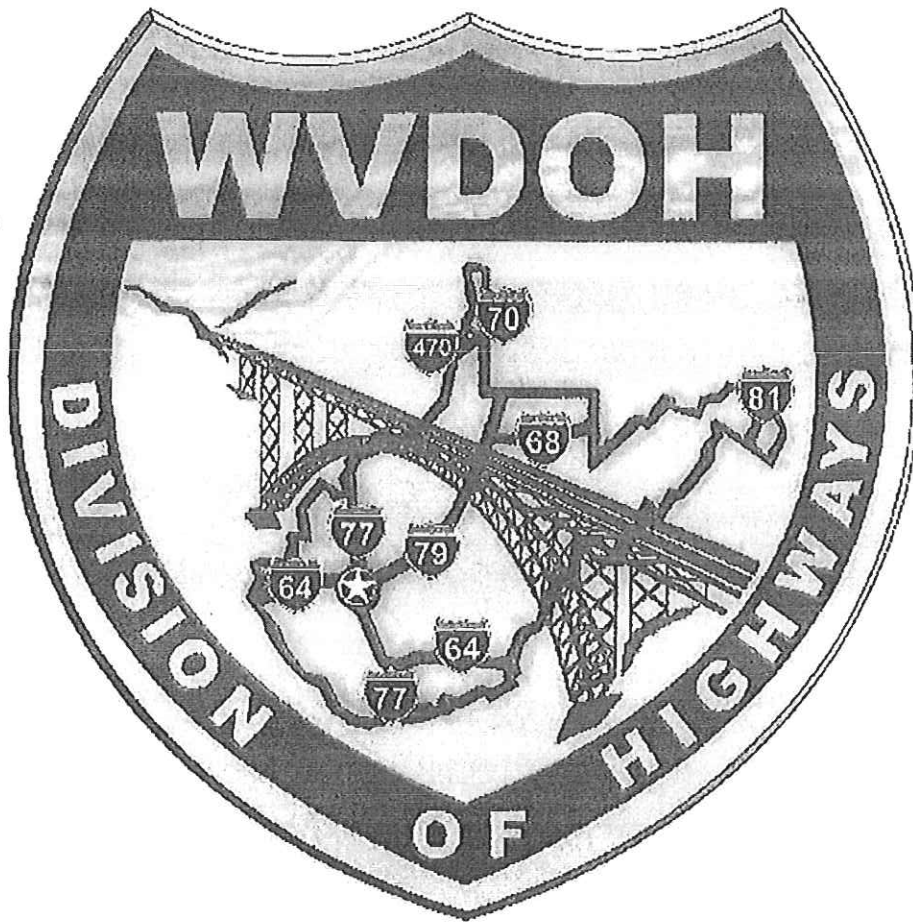


EXHIBIT "D"



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 07/01/2012)

NOTE:

Vendor and Notary's date must be the same.

Notary required to AFFIX SEAL on Purchasing Affidavit.