



REQUEST FOR QUOTATIONS

The West Virginia Parkways Authority will receive sealed proposals for the following:

One (1) Medium Duty Class 5 Dump Truck 4X4 Dual Wheel Regular Cab

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until **2PM on Tuesday, January 20, 2015.** If proposals are mailed via the U. S. Postal Service regular mail, they must be addressed to the WV Parkways Authority, P. O. Box 1469, Charleston, WV 25325. This mail is picked up by the Authority once a day between 7:00 and 8:00 a.m. However, Drop-Off, Express Mail One Day Service, Federal Express, United Parcel Service (UPS), etc. must be delivered / sent to the West Virginia Parkways Authority, 3310 Piedmont Rd., Charleston, WV 25306. Fax bids will not be accepted.

It shall be the bidders' responsibility to determine their method of transmittal such that their bids will arrive in the Authority's office prior to the scheduled bid opening. The Authority cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Late submissions will not be accepted and will remain unopened. Any proposal received after the proposal opening date and time will be immediately disqualified in accordance with applicable law and administrative rules and regulations applicable to the Authority.

All proposals **must** be enclosed in a sealed envelope bearing the name and address of the proposer and clearly marked as follows:

Attn: Purchasing Department

RFQ: One (1) Medium Duty Class 5 Dump Truck 4X4

Bid Opening Date: January 20, 2015

Specifications are available at www.wvturnpike.com

The West Virginia Parkways Authority reserves the right to reject any and/or all proposals. Prospective vendors are responsible for all toll charges incurred while providing goods or services to the West Virginia Parkways Authority.

The WVPA is an Equal Opportunity Employer.

WEST VIRGINIA PARKWAYS AUTHORITY

SPECIFICATIONS

Medium Duty Class 5 Dump Truck

Units: One (1) Medium Duty Class 5 Dump Truck 4X4 Dual Wheel Regular Cab

1.0 PURPOSE

These specifications describe a Medium Duty Class 5 Dump Truck 4X4 Dual Wheel Regular Cab, (hereinafter referred to as "unit") to be purchased by the West Virginia Parkways Authority (hereafter referred to as "Authority"); define the provisions to be contained in proposals for the sale of said unit to the Authority; establish an enforceable schedule for delivery; and establish criteria for gauging the compliance of the bidder to these specifications.

2.0 BIDDING PROCEDURES

2.1 The current purchasing procedures and any new procedures or requirements that are promulgated after the request for bids are issued and which are established by addendum to the requests for bids regarding bidding as established by the Authority shall apply.

2.2 Bidders shall return an original set of these specifications along with three (3) copies with all information provided, as requested herein.

2.3 Bidders must indicate "comply" or "non-comply" for each specification described in Sections 5.0 and 6.0. The unit must meet the specifications fully in order to be marked "comply". All non-comply answers are to be fully explained on a separate sheet to be attached to the bidders proposal.

2.4 FAILURE TO PROVIDE THE INFORMATION REQUESTED IN SECTION 2.3 MAY BE CAUSE TO REJECT THE BID.

2.5 It may be determined by the Authority that non-compliance with a unit specification not marked MANDATORY does, or does not, reduce the quality and performance of the affected unit below an acceptable level or that it may or may not represent a best value purchase because of such non-compliance.

2.6 Bidders are to submit additional manufacturer's literature and information pertinent to their proposal as may be available.

2.7 Bidders may submit more than one proposal if different unit models are to be offered.

2.8 Any and all questions pertaining to these specifications or this procurement process must be in writing and submitted to:

Ron Whitehair, Deputy Director of Purchasing
West Virginia Parkways Authority
Fax: (304) 256-6674
Email: rwhitehair@wvturnpike.com

3.0 CONDITION OF UNITS UPON DELIVERY

- 3.1** The unit shall arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, coolant, and tire pressure; with all equipment completely assembled, installed and operating as designed; and all required adjustments and corrections made to make the unit immediately ready for its designed and continuous operation. All prescribed precautions pertaining to first operations and break-in of the unit shall be posted conspicuously on the unit for ready observance by the operator.
- 3.2** Upon delivery, the Authority will perform a complete inspection of the unit to assure that it meets the Authority's specifications or accepted alternatives. Final processing for payment may not be initiated until the unit is certified to meet specifications and the operator's, service, shop, maintenance, and parts manuals and the Certificate of Origin or Title are received.

4.0 AWARD CRITERIA

- 4.1** It is the Authority's intent to open this procurement to a wide audience of bidders. The specifications outlined herein are general in nature describing a unit that the Authority feels best meets its needs. However, the Authority will consider any reasonable alternates to the specifications if the bidder can demonstrate that the proposed alternate is comparable in performance, quality and functionality.
- 4.2** The Authority realizes that certain models can have features beneficial to the Authority even though such features may not be specifically described in the technical specifications, Section 6.0. The vendor is to submit available literature and supporting documentation describing the unit in as much detail as possible. If the vendor wishes to point out certain beneficial features of his proposed unit, it may do so in a separate document included in its bid submittal package. In evaluating the bids the Authority may consider any special or unique features not included in the technical specifications. The Authority will award the bid to the vendor that provides the best overall value to the Authority whether or not the vendor has the lowest bid.
- 4.3** The Authority reserves the right to reject any or all proposals or to waive any non-consequential irregularities or informalities in proposals received. The Authority reserves the right to accept the proposal that will, in the Authority's judgment, best serve the interest of the Authority regardless of whether such proposal is the lowest cost submitted.

5.0	GENERAL SPECIFICATIONS	Comply	Non Comply
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5.1	IDENTIFICATION OF THE UNIT BEING PROPOSED	_____	_____
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The bidder shall identify the unit by manufacturer, model, series and year of manufacture, so as to enable identification by the Authority in the manufacturer's sales literature on the proposed unit. The bidder shall submit complete descriptive literature showing that the proposed unit is the manufacturer's most current model, including latest engineering improvements, which have been, or shall imminently be, regularly advertised and sold on the open market. The description of the unit shall also be sufficient to assure the Authority that specifications will be met without improvising, modifying, or augmenting a basically standard unit beyond those variations contained in the manufacturer's regularly advertised specifications.

5.2	DELIVERY POINT AND DELIVERY SCHEDULE	Comply	Non Comply
		_____	_____

Delivery point of completely assembled unit will be to the West Virginia Parkways Authority, 265 Neptune Drive, Beckley, WV 25801 within ninety (90) calendar days after the date of the purchase agreement, by the successful bidder. Marking "comply" to this specification indicates that the bidder WILL deliver the unit in ninety (90) days. If the unit is not delivered within ninety (90) days, or alternate days proposed, the Authority has the right to: (1) cancel the award and negotiate with the second highest ranked bidder; or (2) assess a liquidated damages penalty against any successful bidder that fails to deliver the unit within the specified time period of \$25.00 per day for each day beyond the specified deadline for delivery. Any delays occasioned by forces outside the control of bidder will be taken into consideration by the Authority when assessing any penalty.

5.3	OPERATING AND SERVICE MANUALS AND PARTS LISTS	_____	_____
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One (1) operator manual shall be included with the unit upon delivery. In addition, there shall be a total of one (1) service, shop, or maintenance manual, and one (1) parts manual included with the total delivery.

Comply **Non
Comply**

5.4 MANUFACTURER’S WARRANTY AND SERVICE POLICY _____

The manufacturer's standard warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized/franchised unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia and within a radius of 80 miles from the delivery point. The applicable warranty or service policy shall not be contingent upon obtaining routine service lubrication and servicing of the unit from a factory-authorized agency. It shall be the responsibility of the bidder to make available all replacement parts, components, and materials found to be defective under the terms of the warranty, and without cost (including labor cost) to the Authority. The unit shall be accompanied upon delivery by the unit manufacturer's properly executed warranty or service policy. Unit shall be warranted against manufacturing defects for not less than twelve (12) months from date of delivery and shall include other warranty requirements as may be specified in Section 6.

Comply **Non
Comply**

5.5 PARTS AND SERVICE DISCOUNTS _____

The bidder shall specify the amount of discount it will grant to the Authority on parts and labor for the first year that the Authority has the unit in operation. Discount on labor should be that percentage discounted from the usual and normal hourly or flat rate shop rate charged to retail customers for the same type of work done. Discount on parts should be that percentage discounted from manufacturer's list price.

Discount on labor: _____

Discount on Parts: _____

All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specifications and except those which, by specification, are not to be furnished. All standard safety features, required by federal and state law, shall be included. Where applicable, tire and rim dimensions, design, and safety standards shall conform to the latest Tire and Rim Association specifications. Pneumatic tires shall conform to the latest federal specifications concerning the interest of public safety.

6.0	TECHNICAL SPECIFICATIONS	Comply	Non Comply
6.1	Engine		
6.1.1	Minimum of 6.4 liter gasoline engine	_____	_____
6.1.2	Minimum of 360 H.P. gasoline engine	_____	_____
6.1.3	Minimum of 425 foot pounds of torque	_____	_____
6.1.4	Heavy duty cooling system	_____	_____
6.1.5	Heavy duty alternator	_____	_____
6.2	Transmission		
6.2.1	Automatic transmission with P.T.O. provision	_____	_____
6.2.2	External transmission cooler	_____	_____
6.3	Cab		
6.3.1	Standard regular cab with air conditioning	_____	_____
6.3.2	Power equipment group (includes power heated mirrors)	_____	_____
6.3.3	Integrated trailer brake controller	_____	_____
6.3.4	Integrated up-fitter switches	_____	_____
6.3.5	40/20/40 split bench seat	_____	_____
6.3.6	Molded black cab steps	_____	_____
6.4	Suspension		
6.4.1	Snow plow package	_____	_____
6.4.2	Payload upgrade to 19,000 lbs.	_____	_____
6.4.3	Rear dual wheels / four (4) wheel drive	_____	_____
6.4.4	Manual locking front hubs for four (4) wheel drive	_____	_____
6.4.5	Trailer tow package	_____	_____
6.4.6	All season radial tires	_____	_____
6.4.7	Gear ratio to be between 4.10 – 4.33, depending on what the manufacture (recommends) allows for that package	_____	_____

		Comply	Non Comply
6.5	General		
6.5.1	Truck shall be Sixty (60) inches cab to axle	_____	_____
6.5.2	Spare tire and wheel	_____	_____
6.5.3	Exterior color of cab shall be White (except as may be otherwise specified herein with any other color to be at no extra charge)	_____	_____
6.5.4	Exterior color of cab Omaha Orange	_____	_____
6.5.4	Extendable tow heated mirrors	_____	_____
6.5.5	AM / FM Radio	_____	_____
6.6	Bed		
6.6.1	Bed shall be a steel dump body 3.5/4.7 yard to fit a 60" cab to axle with dual rear wheels	_____	_____
6.6.2	Bed shall be 9' long X 84" inside width X 24" tall tailgate and front X 18" tall sides	_____	_____
6.6.3	Bed shall be 10 gauge steel body shell	_____	_____
6.6.4	Bed shall be a continuous welded body shell	_____	_____
6.6.5	Bed shall have 3" structural channel cross members on 12" centers	_____	_____
6.6.6	Bed shall have 6" structural channel long sills	_____	_____
6.6.7	Bed shall have full boxed body top rails	_____	_____
6.6.8	Bed shall have sloped bottom rail	_____	_____
6.6.9	Bed shall have front corner post and 2 center side post per each side	_____	_____
6.6.10	Bed shall have 3/16" full rear corner post	_____	_____
6.6.11	Bed shall have double acting tailgate / manual tailgate release handle	_____	_____
6.6.12	Bed shall have 3 panel tailgate	_____	_____
6.6.13	Bed shall have a quick latch top tailgate hinge	_____	_____
6.6.14	Bed shall have tailgate spreader chains and locks	_____	_____
6.6.15	Bed shall have a tarp rail	_____	_____
6.6.16	Bed shall have recess marker lights with rubber grommets	_____	_____
6.6.17	Bed shall have LED oval recessed stop, turn, tail lights in rear corner post with rubber grommets	_____	_____
6.6.18	Bed shall have a cab protector 23" long X 84" wide	_____	_____
6.6.19	Bed shall have gussets on top of sides for side boards	_____	_____
6.6.20	Bed shall have a hoist with approximately 9.4 ton capacity	_____	_____
6.6.21	Bed shall have a 6" direct lift pusher type double acting cylinder	_____	_____

6.6.22	Shall have a PTO with electric hydra shift and direct mount hydraulic pump	_____	_____
		Comply	Non Comply
6.6.23	Shall have a hydraulic reservoir with electric shift hydraulic dump control valve	_____	_____
6.6.24	Bed shall have a full length sub-frame	_____	_____
6.6.25	Bed shall have body safety props	_____	_____
6.6.26	Bed shall have body up warning light	_____	_____
6.6.27	Shall have a back-up alarm	_____	_____
6.6.28	Shall have rear mud flaps	_____	_____
6.6.29	Shall have a heavy duty hitch plate with a class five 2 ½” receiver	_____	_____
6.6.30	Shall have a 2 ½” to 2” receiver bushing adapter	_____	_____
6.6.31	Shall have a 7-way round trailer plug	_____	_____
6.6.32	Bed shall be painted black	_____	_____

BID SUBMISSION PAGE

One (1) Medium Duty Class 5 Dump Truck 4X4 Dual Wheel Regular Cab

Bid Opening: 01/20/15

Manufacturer: _____

Model No.: _____

Model Year: _____

TOTAL COST: _____

ALL PRICES ARE FOB DESTINATION: BECKLEY, WV 25801

SUBMITTED BY:

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

COMPANY CONTACT _____

SIGNATURE _____

VENDOR REGISTRATION NUMBER _____

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The Authority may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the West Virginia Code.
7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the Legislative Rules shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
13. HIPAA Business Associate Addendum - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Authority.
2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Director may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.
Rev. 9/25/07

WV PARKWAYS AUTHORITY
Purchasing Department

STATE OF WEST VIRGINIA

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__.

Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 07/01/2012)

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: _____

Rev. 07/12