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Section:	Item Description	Per Item Cost	Quantity	Exten	Extended Amount
3.1	Leer 100RCC Commercial Cap or Equal	\$4,602.50	8	\$	36,820.00
3.2	Decked Drawer System w/Cargoglide or Equal	\$2,600	8	\$	20,800.00
3.3	Weather Tech Floor Liner or Equal	\$210	6	\$	1,890.00
3.4	Roof Rack or Equal	\$500	. 3	\$	1,500.00
3.5	Vent Visor or Equal	\$125	6	\$	1,125.00
3.6	Installation		6	:	\$2,715

Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. A no bid will result in Vendor's bid being disqualified.

64,850.00

\$

Overall Total Cost

Vendor Name:
Vendor Address:
Email Address:
Phone Number:
Fax Number:
Signature:

STATE OF WEST VIRGINIA

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 exceed 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: <u>LLUNAU BUILDINGS & TRUCK</u>	Accessories
Authorized Signature:	Date: 4 20 23
State of	·
County of Surry, to-wit:	
Taken, subscribed, and sworn to before me this 20 day of \triangle	pril , 2023
My Commission expires 10 28 3025	2025
	ARY PUBLIC MALE
NOTARLY	Dissolvent Affidavit (07/00/0004)
PUBLIC /Q	Purchasing Affidavit (07/09/2021)
Figure Option 1907	



State of West Virginia **Agency Request for Quote**

Proc Folder: 1202566 Reason for Modification: Doc Description: Leer Truck Cap or Equal and Accessories Addendum 1 **Proc Type:** Agency Purchase Order Date Issued **Solicitation Closes Solicitation No** Version 2023-04-14 2023-04-20 14:00 ARFQ 0606 HSE2300000008

BID RECEIVING LOCATION	en para non en en en la coma de contra de la coma de la La coma de la coma de		
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VENDOR

Vendor Customer Code:

Vendor Name: Lebnard Building & Truck Accessories

Address: 630 W. Independence Blvd. Suite 3 Mount Airy, NC 27030

Street:

city: Mt Ainy

State : NC

Country: \}\

Zip: 27030

Principal Contact: Heather Montgomery

Vendor Contact Phone: (334)789-5018

Extension:

FOR INFORMATION CONTACT THE BUYER

Herbert Mickey Skeens

(304) 558-2350 herbert.m.skeens@wv.gov

Vendor

Signature X

FEIN# 58-1080422 DATE 4180123

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

Date Printed: Apr 14, 2023 Page 1

FORM ID: WV-PRC-ARFQ-002 2020/05

ADDITIONAL INFORMATION

The West Virginia Department of Homeland Security - Division of Administrative Services on behalf of the WV Emergency Management Division is soliciting bids to establish a contract for the one-time purchase of Leer 100RCC Truck Cap, Vent Visors, Roof Racks, Weather Tech Floor Mats, Decked Bed Inserts with Cargoglide and Installations Services or Equal.

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DIVISION OF EMERGENCY MANAGEMENT		DIVISION OF EMERGENCY MANAGEMENT	
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DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1 - Leer 100RCC Commercial Cap or Equal	\$.00000	EA	\$4,602.50	\$34,820

Comm Code	Manufacturer	Specification	Model #	
25172600	Leer	F136H, F146MP	100RC	

Extended Description:

See Attached Specifications

INVOICETO		SHIPTO	
DIVISION OF EMERGENCY MANAGEMENT		DIVISION OF EMERGENCY	
MANAGEMENT		MANAGEMENT	
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DUNBAR	WV	DUNBAR	WV
LIC .		LIC	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.2 - Decked drawer system with Cargoglide or Equal	ø.00000 B	EA	\$2,600	\$20,800

Comm Code	Manufacturer	Specification	Model #
25172600	Decked/Cargoglide	CAR-DG8 CAR-CG10007348	CAR-DG8 CAR-CG10007348

Extended Description:

See Attached Specifications

INVOICE TO SHIP TO

DIVISION OF EMERGENCY

MANAGEMENT

2403 FAIRLAWN AVENUE

DIVISION OF EMERGENCY

MANAGEMENT

2403 FAIRLAWN AVENUE

DUNBAR

WV

DUNBAR

WV

US

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.3 - Weather Tech Floor Liner or Equal	9.00000	EA	\$210	\$1890

Comm Code	Manufacturer	Specification	Model #	
25174418	Weathertech	Flm-4414361	IM, FLM-4414365IM	

Extended Description:

See Attached Specifications

INVOICE TO		SHIPTO	
DIVISION OF EMERO	GENCY	DIVISION OF EMERGENCY MANAGEMENT	
2403 FAIRLAWN AV	ENUE	2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.4 - Roof Rack or Equal	3.00000	EA	\$500	\$1500

Comm Code	Manufacturer	Specification	Model #	
25172600	Leer/Thule			

Extended Description:

See Attached Specifications

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DIVISION OF EMERGENCY		DIVISION OF EMERGENCY	
MANAGEMENT		MANAGEMENT	
2403 FAIRLAWN AVENUE		2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	3.5 - Vent Visor or Equal	9.00000	EA	\$125	41125

Comm Code	Manufacturer	Specification	Model #	
25172600	WeatherTech	VVS-809	77-81930	

Extended Description:See Attached Specifications

INVOICETO		SHIPTO	
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MANAGEMENT		MANAGEMENT	
2403 FAIRLAWN AVENUE		2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty-	Unit Issue	Unit Price	Total Price
6	3.6 - Installation Services	9.00000	EA		\$2715

Comm Code	Manufacturer	Specification	Model #
25172600	Leonard	Includes au seals Jabor	installations, clamps, bulb

Extended Description:

See Attached Specifications

SCHEDU	LE OF EVENTS	
<u>Line</u>	<u>Event</u>	Event Date

 1
 Mandatory Pre-Bid
 2023-04-06

 2
 Questions due by 2:00pm EST
 2023-04-13

	Document Phase	Document Description	Page 5
HSE2300000008	Final	Leer Truck Cap or Equal and Accessories	

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

Heather Montgomery, Government Biolding Specialist
(Name, Title)
(Name, Title) Heatner Montgomery, Government Bidding Specialist (Printed Name and Title)
(Printed Name and Title)
630 W. Independence Blvd. Stite 3 Mount Airy, NC 27030
(Address)
(336) 789-5018
(Phone Number) / (Fax Number)
(Phone Number) / (Fax Number)
(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Leonard Aluminum Utility
(Company)
(Authorized Signature) (Representative Name, Title)
Heather Montgomeny Covernment Bidding Specialist (Printed Name and Title of Authorized Representative)
<u>4 20 23</u> (Date)
(336) 789-5018 (Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

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)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
further understand that any verbal rep discussion held between Vendor's repr	receipt of addenda may be cause for rejection of this bid. resentation made or assumed to be made during any ora esentatives and any state personnel is not binding. Only the to the specifications by an official addendum is binding.
Lemard Aluminum Company	Utility
Authorized Signature	
4/20/23 Date	

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

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ARFQ HSE23*08

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)

$[\swarrow]$	Addendum No. 1	[×]	Addendum No. 6
$[\times]$	Addendum No. 2	XI	Addendum No. 7
$[\!\times\!]$	Addendum No. 3	[]	Addendum No. 8
⋈]	Addendum No. 4		Addendum No. 9
[X]	Addendum No. 5	. []	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

4/17/23

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. $\frac{6/8}{2012}$

Leer Truck Cap with Decked insert & Cargoglide and Installation Services ARFQ 0606 HSE2300000008

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Department of Homeland Security Division of Administrative Services on behalf of the WV Emergency Management Division is soliciting bids to establish a contract for the one-time purchase of Leer 100RCC Truck Cap, Vent Visors, Roof Racks, Weather Tech Floor Mats, Decked Bed Inserts with Cargoglide and Installations Services or Equal.
- **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 "Business Hours" means Monday Friday 8:00 AM to 5:00 PM EST excluding weekends and Federal and State holidays, which are as follows:
 - New Year's Day (January 1)
 - Martin Luther King Day (Third Monday in January)
 - President's Day (Third Monday in February)
 - Memorial Day (Last Monday in May)
 - Juneteenth (June 19)
 - West Virginia Day (June 20)
 - Independence Day (July 4)
 - Labor Day (First Monday in September)
 - Columbus Day (Second Monday in October)
 - Veterans Day (November 11)
 - Thanksgiving (Fourth Thursday in November)
 - Day After Thanksgiving (Fourth Friday in November)
 - Christmas Day (December 25)
 - **2.2** "Contract Item(s)" means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.3 "Pricing Page" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - **2.4** "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Agency.

3. GENERAL REQUIREMENTS:

- 3.1 Contract Item # 1 Vendor must provide a quantity of nine (9) Leer 100RCC Commercial Cap or Equal.
 - **3.1.1** Cap must be fiberglass construction.
 - 3.1.2 Cap must have radius side access door with stainless steel drop T-Handle.
 - 3.1.3 Cap must be painted to match factory paint code of each vehicle.

Leer Truck Cap with Decked insert & Cargoglide and Installation Services ARFQ 0606 HSE2300000008

- 3.1.3.1 See Exhibit B for Vehicle Make, Model, Vin, Paint Code
- **3.1.4** Cap must have toolbox with Full shelf and one (1) vertical divider.
- 3.1.5 Cap must have roped-in Fixed front Window.
- **3.1.6** Cap must have solid rear door with color matched fiberglass insert with stainless steel drop T-Handle.
- 3.1.7 Cap must have 12v LED Automatic Gas Prop Switch or Equal.
- 3.1.8 Cap must have Interior LED light bars located on each of the four (4) sides.

3.2 Contract Item #2 – Vendor must provide a quantity of nine (9) – Decked drawer systems with the Cargoglide option or Equal.

- **3.2.1** Decked skin must be made of High-density polyethylene.
- **3.2.2** Must have a steel subframe.
- 3.2.3 Decked system must not exceed twelve (12) inches in height.
- 3.2.4 Must have two (2) drawers with a maximum of length of sixty-one one-half (61 ½) inches.
- 3.2.5 Drawer width must not exceed eighteen (18) inches.
- **3.2.6** Drawers must be able to extend to a maximum of forty-two (42) inches.
- **3.2.7** Vendor must provide a cargoglide that is compatible with the decked drawer system or equal.

3.3 Contract Item #3 – Weather Tech Floor Liner or Equal.

- 3.3.1 Vendor must provide a quantity of five (5) weather tech floor liners for a 2023 Chevrolet Silverado 2500HD/3500HD series truck with bench seating.
- **3.3.2** Front floor liner must be two (2) piece.
- 3.3.3 Back floor liner must be one (1) piece over the hump.
- 3.3.4 Color must be available in Black.
- 3.3.5 Vendor must provide a quantity of one (1) weather tech floor liner for a 2023 Chevrolet Silverado 2500HD/3500HD series truck with bucket seating.
- **3.3.6** Front floor liner must be two (2) pieces, Driver and Passenger side.
- 3.3.7 Back floor liner must be one (1) piece.
- **3.3.8** Color must be available in Black.
- 3.3.9 Vendor must provide a quantity of three (3) weather tech floor liners for a 2023 GMC Sierra 2500 series truck with bench seating.
- **3.3.10** Front floor liner must be two (2) piece.
- 3.3.11 Back floor liner must be one (1) piece over the hump.
- **3.3.12** Color must be available in Black.

3.4 Contract Item #4 – Roof Rack or Equal

- **3.4.1** Vendor must provide a quantity of three (3) Fiberglass Commercial grade roof racks. Must be fully compatible with Contract Item # 1 listed above.
- **3.4.2** Must be Thule Tracker II rack with Locks or Equal.

3.5 Contract Item #5 - Vent Visor or Equal

- 3.5.1 Vendor must provide a quantity of six (6) weather tech side window deflectors (vent visors) or Equal for a 2023 Chevrolet Silverado 2500HD/3500HD.
- 3.5.2 Must be installed on front and rear doors.

Leer Truck Cap with Decked insert & Cargoglide and Installation Services ARFQ 0606 HSE2300000008

- 3.5.3 Vendor must provide a quantity of two (2) weather tech side window deflectors (vent visors) or Equal for a 2023 GMC Sierra 2500 series crew cab.
- **3.5.4** Must be installed on front and rear doors.
- 3.5.5 Vendor must provide a quantity of one (1) weather tech side window deflectors (vent visor) or Equal for a 2023 GMC Sierra 2500 series double cab.

3.6 Contract Item #6 – Installation

3.6.1 Vendor must provide a flat rate charge per vehicle to install contracts items 3.1, 3.2, 3.3, 3.4, and 3.5 listed above.

3.7 Alternative "or Equal" Submission

3.7.1 Vendors submitting an alternate brand must provide alternate brand information with alternative product number on Pricing Page when submitting its bid response. Failure to submit alternative documentation for an "or Equal" product will result in the Vendor's bid being disqualified.

4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agency 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.
- 4.2 Pricing Page: Vendor should complete the Pricing Page by providing unit cost for each contract item. Vendor should complete the Pricing Page in its entirety as failure to do so will result in Vendor's bids being disqualified. A no bid entered on the Pricing Page will result in Vendor's bid being disqualified.

Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit A Pricing Page could lead to disqualification of vendors bid.

Vendor should electronically enter the information into the Pricing Page through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Page for bid purposes by sending an email request to the following address: Herbert.M.Skeens@wv.gov.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Leer Truck Cap with Decked insert & Cargoglide and Installation Services ARFQ 0606 HSE2300000008

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- **6.1 Delivery Time:** Vendor shall deliver standard orders within twelve (12) weeks 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.
- **6.2** 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 West Virginia Division of Administrative Services.
- 6.3 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. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

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

Leer Truck Cap with Decked insert & Cargoglide and Installation Services ARFQ 0606 HSE2300000008

- **7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- **7.1.4** Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - **7.2.1** Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- **8.1 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- **8.2** 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.
- 8.3 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.

REQUEST FOR QUOTATION Leer Truck Cap with Decked insert & Cargoglide and Installation Services ARFQ 0606 HSE2300000008

Contract Manager:	Heather Montgomen
Telephone Number:	(334) 789-5018
Fax Number:	
Email Address:	hmontgomença leonardusa.com

FEDERAL FUNDS ADDENDUM 2 C.F.R. §§ 200.317 – 200.327

<u>Purpose:</u> This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

<u>Instructions:</u> Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)"

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

<u>Changes to Specifications:</u> Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is complaint.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is complaint. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Division of Emergency Management. Vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Homeland Security, Division of Emergency Management, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources:
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises:
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.
- c. Definitions: For purposes of this section:
 - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 170-6-6 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 170-6-6 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3, this contract includes the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p..339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. (2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION

(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT

(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia Division of Emergency Management	Vendor Name:
Ву:	By: Leonard Truck Accessories
Printed Name:	Printed Name: Heather Montgomery
Title:	Title: Government Bidding Specialist
Date:	Date: 4/20/23

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the

, certifies or affirms the truthfulness and accuracy of each statement

provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.
Drug
Signature of Contractor's Authorized Official
Heather Montgomeny, Government Bidding Specialist
Name and Title of Contractor's Authorized Official
4/20/23
Date

The Contractor, LAMAYA

EXHIBIT A To:

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 170-6-6

§170-6-6. Remedies

6.1. The Assistant Director - DAS Purchasing Section may require that the Division attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The Division must document any resolution efforts and provide copies of those documents to the Assistant Director - DAS Purchasing Section.

6.2. Contract Cancellation.

- 6.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:
 - 6.2.1.a. The vendor agrees to the cancellation:
- 6.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;
- 6.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;
 - 6.2.1.d. The existence of an organizational conflict of interest is identified;
- 6.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;
 - 6.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and
 - 6.2.1.g. The contract was awarded in error.
- 6.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.
- 6.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.
- 6.2.4. Re-Award. The Assistant Director DAS Purchasing Section may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:
- 6.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and
- 6.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

EXHIBIT A To:

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 170-6-6

- 6.2.4.c. Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.
- 6.3. Non-Responsible. If the Assistant Director DAS Purchasing Division believes that a vendor may be non-responsible, the Assistant Director DAS Purchasing Section may request that a vendor provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Assistant Director DAS Purchasing Section determines that the vendor is non-responsible, the Assistant Director DAS Purchasing Section shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

6.4. Damages.

- 6.4.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the Division.
- 6.4.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Division for the merchandise until the amount of actual damages incurred has been determined.
- 6.4.3. The Division shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

EXHIBIT B To: REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

Not Applicable Because Contract Not for Construction

- Federal Prevailing Wage Determination on Next Page



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

State of West Virginia Solicitation Response

Proc Folder: 1202566

Solicitation Description: Leer Truck Cap or Equal and Accessories

Proc Type: Agency Purchase Order

 Solicitation Closes
 Solicitation Response
 Version

 2023-04-20 14:00
 SR 0606 ESR04202300000005230
 1

VENDOR

VC0000068576 LAUB HOLDINGS LLC

Solicitation Number: ARFQ 0606 HSE2300000008

Total Bid: 72052.44000000000232830643653 Response Date: 2023-04-20 Response Time: 11:49:57

Comments: The amendment made the change to decrease the number of caps, cargoglides and decked systems to 8 of each.

However, the online submission quantities still have 9 of each requested. We applied a note to each with the total for

the 8 that is requested in the amendment. Of course, the total through WVOasis corrected to a quantity of 9.

FOR INFORMATION CONTACT THE BUYER

Herbert Mickey Skeens (304) 558-2350 herbert.m.skeens@wv.gov

Vendor Signature X FEIN# DATE

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

Date Printed: May 18, 2023 Page: 1 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	3.1 - Leer 100RCC Commercial Cap or Equal	9.00000	EA	4602.500000	41422.50

Comm Code	Manufacturer	Specification	Model #	
25172600				

Commodity Line Comments: Pricing includes the 7-way harness and clamp G-959, 8 total for \$36,820.

Extended Description:

See Attached Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	3.2 - Decked drawer system with Cargoglide or Equal	9.00000	EA	2600.000000	23400.00

Comm Code	Manufacturer	Specification	Model #	
25172600				

Commodity Line Comments: Total for 8- \$20,800

Extended Description:See Attached Specifications

LineComm Ln DescQtyUnit IssueUnit PriceLn Total Or Contract Amount33.3 - Weather Tech Floor Liner or Equal9.00000EA210.0000001890.00

Comm Code	Manufacturer	Specification	Model #	
25174418				

Commodity Line Comments:

Extended Description:

See Attached Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	3.4 - Roof Rack or Equal	3.00000	EA	500.000000	1500.00

Comm Code	Manufacturer	Specification	Model #	
25172600				

Commodity Line Comments: Total for 3 racks- \$1500

Extended Description:

See Attached Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	3.5 - Vent Visor or Equal	9.00000	EA	125.000000	1125.00

Comm Code	Manufacturer	Specification	Model #	
25172600				

Commodity Line Comments:

Extended Description:

See Attached Specifications

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	3.6 - Installation Services	9.00000	EA	301.660000	2714.94

Comm Code	Manufacturer	Specification	Model #	
25172600				

Commodity Line Comments: Total installation- \$2715. Includes all installations, labor, clamps, bulb seals.

Extended Description:

See Attached Specifications

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