

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

707EC013

ADDRESS:CORRESPONDENCE TO ATTENTION OF

 PAC	E	
	1	

JOHN JOHNSTON

304-558-2402

RFQ NUMBER

585-346-3040 *321105507 TENCO USA INC 5700 SOUTH LIMA RD PO BOX 635 14480 LAKEVILLE NY

DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 **BRUSHY FORK ROAD** BUCKHANNON, WV 26201

AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

304-472-1750

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DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 **BRUSHY FORK ROAD BUCKHANNON, WV** 26201

304-472-1750

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B FREIGHT TERMS 10/25/2006 BID OPENING DATE: 11/22/2006 **BID OPENING TIME** 01:30PM CAT QUANTITY LINE UOP ITEM NUMBER UNIT PRICE AMOUNT BY THE PURCHASING DIVISION. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. REV. 9/98 EXHIBIT 6 PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT I BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT. VENDOR PREFERENCE CERTIFICATE SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 346-3040

- 1441499 TO BEO INSERT NAME AND ADDRESS



VENDOR

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ANDOR

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BRUSHY FORK ROAD
BUCKHANNON, WV
26201 304-4

304-472-1750

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

Request for Quotation

707EC013

RFQ NUMBER

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ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN JOHNSTON 304-558-2402

*321105507 585-346-3040 TENCO USA INC 5700 SOUTH LIMA RD PO BOX 635 LAKEVILLE NY 14480

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
ROUTE 33
BRUSHY FORK ROAD
BUCKHANNON, WV
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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS NO. 019-1-B

OPEN END CONTRACT FRONT MOUNTED WING SNOWPLOW (LEFT, CENTER, RIGHT)

1.0 PURPOSE

It is the purpose of these specifications to describe a Front Mounted Wing Snowplow (Left, Center, Right) (hereinafter referred to as a "plow" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

The plows are to be mounted on a West Virginia Division of Highways Mack Granite Tandem Axle Dump Truck (64,000 GVW) by the successful bidder as a complete working attachment. All parts not specifically mentioned, but necessary in order to provide a complete unit, shall be furnished and shall conform in strength, quality of material, and workmanship. The plow shall be new and heavy duty industrial production and shall include all of the latest improvements in design and all standard equipment and features to meet the listed bid specifications. Units not conforming to these specifications will be rejected.

2.0 BIDDING PROCEDURES

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

3.0 SPECIFICATIONS

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

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a

separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications". The state reserves the right to determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide information for any exceptions may be grounds for rejection of the bid. The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

3.2 MANDATORY SPECIFICATIONS

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

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

4.0 REPRESENTATIVE UNIT FOR TEST

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

4.1 CONDITION OF UNIT(S) UPON DELIVERY

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

4.2 DELIVERY

Trucks are to be picked up at Division of Highways facilities and plows mounted at successful bidders facilities. After installation of plows etc., trucks to be delivered to the respective West Virginia Division of Highways facilities by successful bidder.

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 60 days. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. Delivery terms shall be stated in the bid and the State reserves the right to accept or negotiate such terms. Failure to reach an agreement may result in rejection of the bid. The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.

A completed pilot model for inspection must be provided within 30 calendar days after the date of the purchase agreement by the successful vendor.

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

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

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

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

5.0 AWARD CRITERIA

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

Prices for the units shall be in quantities of 1-5, 6-10, 11-20, 21 and over. However, for evaluation purposes, we will use quantities 1-5. DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES – GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 2006 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

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

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

6.3 TRAINING:

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

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual.

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

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the

Preventive Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc.

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

6.5 WARRANTY AND SERVICE POLICY

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

A minimum two (2) year basic bumper to bumper warranty shall apply to the unit.

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

6.6 EVALUATION COMMITTEE REQUIREMENTS

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

6.7 UNSPECIFIED ACCESSORIES & FEATURES

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

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

7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

The hydraulic wing snowplow is to be designed for mounting on a tandem dump truck.

The hydraulic power for lifting etc. will be supplied by the truck central hydraulic system. However, the vendor shall supply the hose and fittings to connect plow systems to valving, located under the front bumper.

7.1 Front Hitch:

- 7.1.1 Front hitch designed as a universal heavy duty type unit to carry plows of weight specified when mounted on 64,000 GVW truck minimum
- 7.1.2 Top of hitch to be mounted to the frame rail of the truck, using minimum of seven (7) 1 inch Grade 8 bolts on each side.
- 7.1.3 Middle of front hitch shall extend out both sides to attach the front wing posts.
- 7.1.4 Front wing mast left and right horizontal support grinder to be 7 in./(17.8 CH) cross channel or 7 in. (17.8 CH) ship and car channel at 22.7 lb/ft or tubing 7 in./(17.8 CH) x 4 in (10 CH) x .3750 in/.9525 cm.
- 7.1.5 Front wing mast left and right wing post cross tube shall be mounted to truck frame members
- 7.2 Front Wing Mast Left and Right:
- 7.2.1 The wing mast shall not block OEM headlights
- 7.2.2 Wing post I-beam minimum seven (7) inch (17.8 CH) x 15.3 lb/ft.
- 7.2.3 Wing post side lift shall have a minimum lift from ground to bottom of plow edge for travel of 10 inches /(25 cm)

- 7.2.4 Front wing post cylinder shall be double acting ram-direct (no cables) with float and 500 PSI relief on the down side
- 7.2.5 Front wing post and support strut-girder arrangement shall be attached in such a way that the load is properly distributed to both chassis frame rails, without the use of bracing tubes
- 7.2.6 Support struts shall be no less than 1.250 in/(3.175 cm) diameter schedule 80ASTMA106 Grade A or B seamless pipe brace (minimum of two (2)) or equal.
- 7.2.7 Hinge assembly shall be detachable from the slider assembly of the wing mast. (Bolts minimum Grade 8, .6250 in/1.588 CH-N.C.)
- 7.2.8 Wing shall have double acting cylinder which provides full power up
- 7.2.9 Wing plow shall have a mechanical alarm system to alert the operator of the position of the plow
- 7.2.9.1 Alarm system must be visible from driver's seat (Ref: EQN-60A)
- 7.2.10 Front wing mast shall be vertical lift type, hydraulically controlled by a direct lift double acting cylinder.
- 7.2.11 The front cylinder shall have a quick connect coupler/s.
- 7.2.12 A minimum 3 in./(7.6 CH x 15 in/(38 cm) cylinder from rear "A" frame to mold board to raise the rear of the wing and fold the wing close to the truck for transport.
- 7.3 Rear Wing Tower Left and Right:
- 7.3.1 Rear wing truck attachment shall be no less than 8 inch I-beam of 20 lb/ft. or 8 inch 20 lb/ft structural channel
- 7.3.1.1 I-beam shall be supported by manufacturers recommended that will provide maximum longevity of the plow
- 7.3.2 Rear wing to have two (2) point attachment for the bottom push arms and for the cylinder to lift the wing into the carry position.
- 7.3.3 Attachment to the truck shall be no less than 1 inch x 5 inch plate steel across the top of the truck frame as close to the cab as possible
- 7.3.3.1 This plate shall have gussets at the high stress points

7.3.3.2	Welded to this point shall be no less than 4 inch x 3 inch x 3/8 inch angle which shall run parallel to the truck frame and bolt tight to the same.
7.3.3.3	This angle to the rear post shall be braced
7.4	Wing Stand Off Arms: Left and Right:
7.4.1	Wing push arms shall be of the heavy duty type
7.4.2	Bottom push arms shall be constructed of manufacturer's heaviest duty material.
7.4.2.1	To adjust push arm length, a cylinder must be used to slide the inner tube through the outer tube
7.4.2.2	A cylinder must be used to attach to the two (2) point attachment on the truck to the bottom push arm to lift and tuck the wing in as tight to the truck as possible.
7.4.2.3	It is preferred that cylinders be nitrated for superior wear and corrosion resistant
7.5	Trip Wing Hinge – Left and Right:
7.5.1	The wing shall be attached to the front wing post with a trip hinge
7.5.2	The hinge shall be designed to allow the wing to trip and reset automatically when hitting an obstruction
7.5.3	The reset shall be with a rubber compression and not with coil spring
7.5.4	The hinge should have two (2) offset hinges to lift the wing as it trips.
7.6	Side Wing – Left and Right Side:
7.6.1	Side wing shall be designed for the right side of the truck and shall be heavy duty
7.6.2	Side wing over all length approximately 132 inches with 120 inch x 8 1/2 inch cutting edge minimum
7.6.3	Nose height approximately 32 inches and discharge height approximately 39 1/2 inches.
7.6.4	Cutting edge backer shall be a minimum 4 inches x 4 inches x 5/8 inches punched to accept 8 inch or 3inch - 3 inch - 12 inch punch cutting edge
.6.5	Backer shall be manufacturer's heaviest design

7.6.6	The leader shall be a minimum of 1 inch plate steel and shall have a means of accepting a 1 1/4 inch wing bolt
7.6.7	Wing skin must be no less than 10 gauge steel
7.6.8	Steel on wing shall be sand blasted before primer and back of wing shall be painted orange (Sico #517553 or equal).
7.7	Reversible Plow:
7.7.1	Plow shall have a clearing path of 12 feet in the bulldozer position and shall clear 9 feet 8 inches at 30 degrees.
7.7.2	Overall height of plow shall be maximum 42 inches
7.7.3	Top of mold board shall be manufacturer's heaviest duty design
7.7.3.1	A minimum of seven (7) 3/8 inch ribs shall be welded to the above mentioned manufacturers heaviest duty design
7.7.3.2	Bottom of ribs shall be welded to a 4 inch x 6 inch x 5/8 inch (minimum) boxed hinge and spring support
7.7.4	Hinges shall be the support for the trip edge section.
7.7.5	Cutting edge backer shall be a minimum of 4 inch x 4 inch x 3/4 inch angle supported by a minimum of six (6) plate hinges flame cut of a minimum of 5/8 inch steel
7.7.6	Trip section shall be one (1) piece trip and shall become three (3) section by removing two (2) 1 inch section bolts allowing the cutting edge to be three (3) section trip
7.7.7	Trip section shall be reset after hitting an obstruction by torsion or by coil springs mounted vertical behind the trip mechanism
7.7.8	If coil springs are used, then they shall be wound of 7/8 inch wire (minimum) and have a minimum of eight (8) coils
7.7.9	Should be a minimum of two (2) spring retainer holes to allow for spring tension adjustment
7.7.10	Replaceable cutting edge shall be 1/2 inch x 8 inches mounted by 5/8 inch bolts on 8 inch center

7.7.11	Backer iron for cutting edge shall be punched to receive both 8 inch AHD 3-3-12 replacement edges.
7.7.12	Two (2) mold board shoes and two (2) curb shoes; one (1) left side and one (1) right side to be provided
7.7.12.1	Curb shoes to be minimum of 1 1/2 foot shaft with 65K Rockwell hardness
7.7.13	Mold board skin shall be no less than 10 gauge steel and shall be welded to the top, ribs, and bottom supports
7.7.14	A-frame to be minimum of 4 inch x 4 inch x 3/8 inch tubular steel and pin to the main frame support tube
7.7.15	Main frame support tube to be no less than 4 inch x 4 inch x 3/8 inch tubing
7.7.16	A-frame reversing table shall be flame cut 1/2 inch plate steel and shall be a minimum of 9 inches wide.
7.7.17	The evener plate shall have stops to restrict the plow from listing more than 25 degrees
7.7.18	Plow to be attached to the truck with two (2) ears of 1 inch steel (minimum)
7.7.18.1	Ears to be on 31 inch centers
7.7.19	Reversing to be achieved with two (2) industrial type cylinders with a 1 1/2 inch shaft, 3 inch barrel and an 18 inch stroke
7.7.19.1	Cylinders must be protected with built in cushion valve
7.7.20	Push frame shall pin to the mold board providing the capability of adjusting the cutting edge angle to the road after the plow has been attached to the truck
7.7.21	The lifting device shall be a pulley and cable design to allow the plow to be raised with a minimum of lift.
7.7.22	All steel shall be sand blasted and painted
7.8 Co	ntrol Valves:
7.8.1	Control valves must be commercial or equal
7.8.2	There shall be six (6) section right front wing, right rear wing, right telescopic, left front wing, left rear wing and left telescopic.

7.8.3	The cab controls push pull cables to be Wescon Model #08-5700-	08 or equal
	Part Part Part Color (100 5700)	oo or equar

- 7.8.4 Controls for dump body shall have built in lock out to prevent accidental actuation.
- 7.8.5 Controls to be mounted as directed by West Virginia of Highways Equipment Division.
- 7.8.6 Valves shall have a built in relief
- 7.9 Hoses and Fittings:
- 7.9.1 All hydraulic hoses and fittings shall be JIC with o-ring boss thread adaptors.
- 7.9.2 Hoses and fittings to be placed so as not to be damaged from rubbing or heat
- 7.9.3 As needed, hoses shall be wrapped with loom for protection.
- 7.10 Installation:
- 7.10.1 Equipment shall be mounted neatly on truck furnished by Division of Highways
- 7.10.2 Installation to include all hoses, fittings, and other appurtenance required to have a complete and ready unit.
- 7.10.3 Shall be plow lights top of plow frame mounted with the system
- 7.10.4 All steel shall be sandblasted before primer and paint is applied.
- 7.10.5 Vendor must have insurance to cover trucks while at mounting facility and during transport.
- 7.11 Unit shall include all other features considered as standard equipment but not specifically addressed above.
- 7.12 Vendor must certify that snowplow offered will comply with the Occupational Safety and Health Act of 1970 and subsequent amendments.
- 7.13 Advertising: Manufacturer shall attach a metal plate on the reverse side of the moldboard stating manufacturer, series or model number, size and type of blade (approximately 6 inch to 8 inch square). Date of manufacturer shall also be stamped on plate or moldboard. No large decals or painted advertisement is permitted.
- 7.14 All loose hardware to be in a separate container for each plow and shipped with each plow.

NOTE: Vendor should type Bidder's Evaluation Report

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS NO. 019-1-B

OPEN END CONTRACT FRONT MOUNTED WING SNOWPLOW (LEFT, CENTER, RIGHT)

NOTE TO BIDDER: Procurement Specification No. 019-1-B, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

	Reference Requisition No.: 207EC013		
	Bidder's Name: TENCO U.S.A. INC.		•
	Address: 5000 S. Lima RO, LAKEVILE, N.Y. 14480-0635		
	Telephone Number: 585-346-3040	-	
	Years Bidder has been registered to do business with the State of West Virginia:		YRS
	Years Company has been an authorized dealer for proposed unit:	£	YRS
X4.2	DELIVERY: Delivery date of completed representative unit:	ata of	
∿ 4.∠.1	Purchase Agreement	ate of	
X4.2.2	Delivery date of balance of completed units: 60 Calendar Days After Da		ment

X5.0	AWARD CRITERIA;			
X5.1	Prices for unit including installation in quantities of	1-5	\$32,158.1	per unit
		6-10	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	per unit
		11-20		per unit
		21 and over		per unit
X6.0	SPECIFICATIONS - GENERAL			
X6.1	Manufacturer, model, series, and date of manufacture of p	-	·Ne Rath	
	IENEO Machinery, TEP-12-5-42-E2-NA Is descriptive literature, fully describing proposed unit at	tached to your b	id? <u>½</u> YES	NO
	If not, why?			
			•	
6.2	Will the required number of service manuals, and completion at Buckhannon upon completion of delivery of the service manuals.	ete parts list be dotal units?	lelivered to the Equi	pment NO
	Will the required Equipment Preventive Maintenance For be provided upon inspection of the pilot unit?	m (Section X6.2	2 of Bidders Evaluat	

X6.2 2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION:				MA	AKE:	
					RCHASE AMOUN	Τ:
ENGINE:	MAKE:		MODEL:		FUEL TYPE:	
	HORSEPOWER	With the second	CYLINDER:	EN	GINE SERIAL:	
	COOLING SYST	TEM CAPACITY: _	***************************************	***************************************		
BELTS:				PART NUM	IBERS:	
GVW:		AXLE CAPAC	TITY:FRONT:			REAR:
TIRES:	FRONT MAKE &	& SIZE:				
	REAR MAKE &	SIZE:		***************************************	·	
DIMENSIC	ONS OF UNIT:	LENGTH:		WIDTH:	······································	LENGTH:
VENDOR (CONTACT PERSO	N:		·····	PHONE:	
PARTS:						
BATTERY	MAKE:	,	MODEL:		CCA:	
TOP OR SI	DE POST:		DIMENSIONS	: LENGTH	WIDTH	HEIGHT
SPARK PL	UGS OR FUEL IN.	IECTORS MAKE:		PART#	•	
		I CIVIL IVIZIALE.		MODEL.		
ALIERNA	TOR MAKE:			FARL#;		
SIARIER	MAKE:			PART #:	······································	
TO AND M	ARGER MAKE: _	MODE	7	PAR1 #:	111000000000000000000000000000000000000	
HYDRAUL	AKE: JC PUMP MAKE:	MODE	:L:	MODEL:	_ AUTO/MANUA	L:
		PART NO.		LICANT		
OİL			ENGI	NE		•
	}			ISMISSION		
AIR OHTE:	`			ED CAEEDING		*
FIJET DDIN	ΛΔRV			RAULIC		
COLLINA			ייייי שונת יייייי יומונו			
COOLANT			ייייייייייייייייייייייייייייייייייייי	CERTIND		

HYDRAULIC			COOL			
OTHER			OIHE			

X6.3	TRAINING:			
	Will training seminar be conducted on Preventive Maintenance, Operato		lechanic T NO	raining
	Will you conduct training with each purchase order against this open en		ct? _YES	NO
	Will training be conducted within 2 working days from the delivery of the purchase order?	he pilot	unit on the YES	e individual NO
	If NO, explain time frame			
	Will an Operator's Manual be furnished to the Training Academy?	X	_ YES	NO
X6.4	If you are the successful vendor, will you furnish all training aids, i.e., viconducting the training? YESNO	ideos, pi	rojectors, 1	equired in
X6.4.1	, Francisco de la companya de l	_YES_	procedure NO	s, and service
X6.5	WARRANTY AND SERVICE POLICY			
	Will the warranty and service you provide comply with all areas as stated YESN	d in Sec NO	tion 6.5 of	`specifications
	Is warranty literature attached?	_ YES _	NO	EXTENDED
	Does the unit have a minimum two (2) year bumper to bumper basic war	ranty? _	X_YES	NO
	Describe: MATERIAL So Warfemersky	<u> </u>		

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

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

1. D	define the terms of the st	andard warranty. I	f not offered, so state. (Atta	ach copy)
A Y	· ·			
man	efine warranty service to ufacturer's representative	be performed at I be facility. List nar	OOH facilities and warranty ne and location of manufact	service to be performed at urer's representative.
**************************************		M-14-1		· · · · · · · · · · · · · · · · · · ·
3. L		entories that are w	ithin the State of West Virg	inia. Also, list availability levels, if
4 D	uring the term of warran	ty list the morent	a diagonat to manufacture	's published list price for parts that
	er will sell the parts to o		ee discount to manufacturer	s published list price for parts that
A.	Terms: Net 30	Manufacturer's n	ublished list price less:	% discount
B.	Terms: Net 60	Manufacturer's p	ublished list price less:	% discount
C.	Terms: Net 90	Manufacturer's p	ublished list price less:	% discount
5. Di High	uring the term of warran	ty, will all manufac	cturers or engineering impro	ovements be submitted to Division ofNO
6. Di	uring the term of warran	ty, list the guarante	eed rates charged for repair t	to the unit.
A.	Shop Rate	\$	per mechanic hour	
B.	Travel Time Charge	\$	per mechanic hour	
	(Specify if one-way)		; port to port	-
C.	Mileage Charge	\$	per vehicle mile	
	(Specify if one-way	~	; port to port	, -
D.	Field Mechanic Rate	\$	per mechanic hour	
E.	Specify period of tim	e that prices are in	effect:	-
F.	Surcharge for miscell	aneous items:	%	

X6.6	EVALUATION COMMITTEE REQUIREMENTS
	Is all component specifications, product literature, component models provided for Evaluation Committee bid determination? YESNO
X6.7	Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry? YESNO
X6.7.1	Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished? YESNO
X6.7.2	Are all standard safety features that are required by Federal and State statutes of law included? YESNO
X7.0	SPECIFICATIONS OF THE QUOTED UNIT The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications.
	Will hydraulic wing snowplow be designed for mounting on a tandem dump truck YESNO
	Is the hydraulic power for lifting etc. supplied by the truck central hydraulic system YESNO
	Will you supply the hose and fittings to connect plow systems to valving, located under the front bumpe YES NO
	Manufacturer: Model: R2
X7.1	Front Hitch:
X7.1.1	Is the front hitch designed as a universal heavy duty type unit to carry plows of weight specified when mounted on 64,000 GVW truck minimum YES NO
X7.1.2	Is top of hitch mounted to the frame rail of the truck using1 inch Grade 8 bolts on each sideYES NO
X7.1.3	Middle of front hitch extends out both sides to attach the front wing posts YES NO
X7.1.4	Is front wing mast – left and right – horizontal support grinder 7 inch cross channel or 7 inch ship and car channel at 22.7 lb ft. or tubing 7 inch x 4 inch x .3750 inch YES NO
X7.1.5	Is front mast – left and right – wing post cross tube mounted to truck frame members
	6 Through plan Hirch

X7.2 · Fror	nt Wing Mast – Left and Right:	
X7.2.1	Does wing mast block OEM headlights YES NO	
X7.2.2	Wing post I-beam: 17.8 x 15.3 lb/ft.	
X7.2.3	Wing post side lift: / 8"	
	with lift from ground to bottom of plow edge for travel of /6 inches	
X7.2.4	Is front wing post cylinder double acting ram-direct (no cables) with float and 500 PSI relief on the down side YES NO	Į
X7.2.5	Is front wing post and support strut-girder arrangement attached in such a way that the load is properly distributed to both chassis frame rails, without the use of bracing tubes YES NO	
X7.2.6	Support struts: in. diameter schedule Grade A or B seamless pipe brace (minimum of two (2) YES NO 5// 7.	2,
X7.2.7	Is hinge assembly detachable from the slider assembly of the wing mastY YESNO	
	Bolts - Grade 8	
X7.2.8	Does wing have double acting cylinder which provides full power up YES NO	
X7.2.9	Does wing plow have a mechanical alarm system to alert the operator of the position of the plov YESNO	V
X7.2.9.1	Is alarm system visible from driver's seat YESNO	
	Manufacturer/model SAFETY Surve WF-ZY	
X7.2.10	Is front wing mast vertical lift type, hydraulically controlled by a direct lift double acting cylinder YES NO	
X7.2.11	Does the front cylinder have a quick connect coupler/s YES NO	
X7.2.12	Size of cylinder from rear "A" frame to mold board to raise the rear of the wing	
	and fold the wing close to the truck for transport:	
X7.3 Rear	Wing Tower - Left and Right:	
X7.3.1	Rear wing truck attachment I-beam; Finch of Zelb/ft or _ inch _ lb/ft structural channel	
X7.3.1.1	I-beam supported by Name Torsthat will provide maximum longevity of plow	
X7.3.2	Does rear wing have two (2) point attachment for the bottom push arms and for the tilt cylinder to lift the wing into the carry position YESNO	

X7.3.3	Attachment to the truck / inch x / inch plate steel as close to the cab as possible			p of the tro	ick fram	ie
X7.3.3.1	Does this plate have gussets at the high stress points	X	YES_	NO		
X7.3.3.2	Angle welded to this point which runs parallel to theinch xinch	truck	frame a	and bolt ti	ght to sa	.me:
X7.3.3.3	Is this angle to the rear post braced	X	YES _	NO		
X7.4. Wing	g Stand Off Arms – Left and Right:					
X7.4.1	Are wing push arms of the heavy duty type	X	YES_	NO		
X7.4.2	Bottom push arms constructed of manufacturer's heaviest du	ıty ma	nterial _	Y_YES	S	NO
X7.4.2.1	To adjust push arm length, will a cylinder be used to outer tube			er tube thro	ough the	;
X7.4.2.2	Will a cylinder be used that attaches to the two (2) potruck and to the bottom push arm to lift and tuck the possible	wing i	in as tig		ruck as	
X7.4.2.3	Are cylinders nitrated for superior wear and corrosion	n resis	stant	YES_	N	О
X7.5 Trip	Wing Hinge – Left and Right:					
X7.5.1	Is the wing attached to the front wing post with a trip hinge	•	X	YES	NO	
X7.5.2	Is the hinge designed to allow the wing to trip and reset autorobstruction	matica		en hitting a		
X7.5.3	Is reset with a rubber compression and not with coil spring Rubber Compression as Symmetry Ste	En c	1050.1	YES <u>X</u>	_NO	
X7.5.4	Does the hinge have two (2) offset hinges to lift the wing as i	t trips	X	YES	NO	
X7.6 Side	Wing – Left and Right Side:					
X7.6.1	Is the side wing designed for the right side of the truck and he	eavy (ڑ_ luty	∠ YES_	N	О
X7.6.2	Side wing overall length 132 inches with 120 inch x 8	in	ch cutti	ng edge		
X7.6.3	Nose height $32'$ inches and discharge height $392'$ inches					
X7.6.4	Cutting edge backer 4" inches x 6" inches x 4 in	ches p	ounched	l to accept		
·	8'18 32-12 punch cutting edge					
X7.6.5	Is backer manufacturer's heaviest design		X	VEC	NO	

X.7.6.6	Does the leader have at least I inch plate steel and has means to accept a 1 1/4 inch wing bolt YESNO			
X7.6.7	Wing skin is 10 gauge steel			
X7.6.8	Is steel on wing sand blasted before primer and back of wing painted orangeYES NO			
	Paint manufacturer & number: Sico 512-557 Teme #981280011			
X7.7 Reve	ersible Plow:			
X7.7.1	Does path have a clearing path of 12 feet in the bulldozer position and clear 9 feet 8 inches at 30 degrees			
X7.7.2	Overall height of plow 42' inches			
X7.7.3	Is top of moldboard manufacturer's heaviest duty design YES NO			
X7.7.3.1	Number and size of ribs welded to the above mentioned manufacturer's heaviest duty Design: and size/8_			
X7.7.3.2	Bottom of ribs welded to a 4 inch x 6 inch x 5/8 inch boxed hinge and spring support YES NO			
X7.7.4	Are the hinges the support for the trip edge section YES NO			
X7.7.5	Cutting edge backer χ inch x χ inch x χ inch angle supported by χ plate			
	hinges flame cut of 3/8 inch steel			
X7.7.6	Does trip section have one (1) piece trip and become three (3) section by removing two (2) 1 inch section bolts allowing the cutting edge to be three (3) section tripY YES NO			
X7.7.7	Is trip section reset after hitting an obstruction by torsion or coil springs mounted vertical behind the trip mechanism YES NO			
X7.7.8	Coil spring wound of <u>1/8</u> inch wire and has <u>8</u> coils			
X7.7.9	Number of spring retainer holes to allow for spring tension adjustment:			
X7.7.10	Is replaceable cutting edge 1/2 inch x 8 inches mounted by 5/8 inch bolts on 8 inch center YESNO			
X7.7.11	Is backer iron for cutting edge punched to receive both 8 inch AHD 3-3-12 replacement edges YESNO			
X7.7.12	Number of mold board shoes: Number of curb shoes: Is one (1) left side and one (1) right side YES NO			
X7.7.12.1	Curb shoes / foot shaft with 65K Rockwell hardness YES NO			

X7.7.13	Mold board skin <u>/ O</u> gauge steel and welded to the top, ribs.	, and bottom supports $\underline{\hspace{1cm} \mathcal{X}}$ YES $\underline{\hspace{1cm}}$	_ NO
X7.7.14	Is A-frame 4 inch x 4 inch x 3/8 inch tubular steel and pin to the	ne main frame support	
X7.7.15	Main frame support χ inch x χ inch x $\frac{1}{8}$ inch tub	•	
X7.7.16	Is A-frame reversing table cut flame cut 1/2 inch plate steel Width: inches	Y YESNO	
X7.7.17	Does the evener plate have stops to restrict the plow from listing	g more than 25 degre	es _ NO
X7.7.18	Plow is attached to the truck with ears of/ inch ste	el	
X7.7.18.1	Ears are on _3/ inch centers		
X7.7.19	Is reversing achieved with two (2) industrial type cylinders with and a 18 inch stroke	h a 1 1/2 inch shaft, 3 YES	
X7.7.19.1	Are cylinders protected with built in cushion valve	X_YES	_ NO
X7.7.20	Does push frame pin to the mold board providing the capability angle to the road after the plow has been attached to the truck	of adjusting the cutti	ng edge _NO
X7.7.21	Is the lifting device a pulley and cable design to allow the plow Lift	to be raised with a m	
X7.7.22	Will all steel be sand blasted and painted	<u> </u>	NO
X7.8 Cont	trol Valves:		
X7.8.1	Are control valves commercial	X YES	_NO
X7.8.2	Are there six (6) section right front wing, right rear wing, right rear wing, and left telescopic	telescopic, left front v	
X7.8.3	Manufacturer and model of cab controls push pull cables: WES	con 08-5	700-08
X7.8.4	Do the controls for dump have built in lock out to prevent accid	ental actuation YES	_NO
X7.8.5	Will you mount controls as directed by West Virginia Division	•	
X7.8.6	Do valves have a built in relief	YES	NO
X7.9 Hose	es and Fittings:		·
X7.9.1	Are all hydraulic hoses and fittings JIC with o-ring boss thread	adaptors / YES	NO

X7.9.2	Are hoses and fittings placed so as not to be damaged from rubbin	ng or hea	ıt <u>/</u> Y	ESNO
X7.9.3	Will hoses be wrapped with loom for protection as needed		YES	NO
X7.10 Instal	llation:			
X7.10.1	Will equipment be mounted neatly on trucks furnished by Division		hways YES	NO
X7.10.2	Will installation include all hoses, fittings, and other appurtenanc and ready unit		d to have YES	
X7.10.3	Will plow lights be mounted top of plow frame with the system	<u>X</u> _	YES	NO
X7.10.4	Will all steel be sandblasted before primer and paint is applied	X	YES	NO
X7.10.5	Will you have insurance to cover trucks while at mounting facility		ring trans	
X7.11 All of	ther features considered as standard:			

X7.12 Will:	snowplow offered comply with OSHA OF 1970 and subsequent am	endment	s/_Y	ESNC
X7.13 Will a	advertising conform to the guidelines	X	YES	NO
X7.14 Will a	all loose hardware be in a separate container for each plow and ship		each plo	

WV-96 Rev. 5/94

AGREEMENT ADDENDUM

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

- 1. ARBITRATION Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's
 governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 6. INTEREST Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law.

 All other references to interest or late charges are deleted.
- 7. RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8. FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9. STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit.against the Vendor, lessor, individual, or any other party are deleted.
- 10. <u>SIMILAR SERVICES</u> Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. ATTORNEY FEES The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. <u>ASSIGNMENT</u> Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. LIMITATION OF LIABILITY The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
- 15. TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. INSURANCE Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. RIGHT TO NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. <u>AMENDMENTS</u> All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY: STATE OF WEST VIRGINIA	VENDOR
Spending Unit:	Company Name: 1 ENCO USA CONC
Signed:	Signed twen zaton
Title:	Title: fice markent
Date:	Date: /// / / / / / / / / / / / / / / / / /



VENDOR

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

Request for

P

707EC013

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON 304-558-2402

*321105507 PO BOX 635 LAKEVILLE NY

585-346-3040 TENCO USA INC 5700 SOUTH LIMA RD 14480

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

DATE PRINTED SHIP VIA F.O.B. FREIGHT TERMS TERMS OF SALE 11/06/2006 OPENING TIME 01:30PM 11/22/2006 BID OPENING DATE: CAT. UOP ITEM NUMBER UNIT PRICE AMOUNT QUANTITY LINE ADDENDUM NO. 1 CHANGES TO THE SPECIFICATIONS PER THE ATTACHED. BID OPENING DATE AND TIME REMAINS THE SAME. NO OTHER CHANGES. 765-61 0001 EA FRONT WING MOUNTED SNOWPLOW (LEFT, CENTER, THIS IS THE END OF REQ 707EC013 ***** TOTAL SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM #1 OPEN END CONTRACT 707EC013

FRONT MOUNTED WING SNOWPLOW (LEFT, CENTER, RIGHT)

CHANGES TO SPECIFICATIONS:

FROM: 7.5.3	The reset shall be with a rubber compression and not with coil spring
TO: 7.5.3	Trip section shall be reset after hitting an obstruction by torsion or by coil springs.
FROM: 7.7.2	Overall height of plow shall be maximum 42 inches
TO: 7.7.2	Overall height of plow should be approximately 42 inches
FROM: 7.7.6	Trip section shall be one (1) piece trip and shall become three (3) section by removing two (2) 1 inch section bolts allowing the cutting edge to be three (3) section trip.
TO: 7.7.6	Trip section should be designed to allow one (1) piece trip to become a multiple section trip; thus reducing shock to moldboard and extending life of plow.

ADDENDUM #1 OPEN END CONTRACT 707EC013

FRONT MOUNTED WING SNOWPLOW (LEFT, CENTER, RIGHT)

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM: X7.5.3	Is reset with a rubber compression and not with coil spring YESNO
TO:	In this parties, went offer hitting on abstraction by torsion on her call annings
X7.5.3	Is trip section reset after hitting an obstruction by torsion or by coil springs YES NO
X7.7.2	No Change Required
FROM:	
X7.7.6	Does trip section have one (1) piece trip and become three (3) section by removing two (2) 1 inch section bolts allowing the cutting edge to be three (3) section trip YESNO
TO:	
X7.7.6	Is trip section designed to allow one (1) piece trip to become a multiple section trip; thus reducing shock to moldboard and extending life of plow
	YESNO

210

215

220

225

230

235

240

265 270

REV. 11/96

Y

Y

Y

Y

Y

Y

Y

Y

SIGNATURE

DBS PS REQUISITION HEADER AND LINE COMMENTS WEXT FUNCTION: ACTION: 10/26/2006 10:53:46 REQUEST: SAVE SHOW PAGE NO: ________ BUY ENTITY: PUR REQUISITION NO: 707EC011 CATALOG NO: ITEM NO: el0 BEGINNING SEOUENCE NUMBER: A/B REQ. COMMENTS/SPECIFICATIONS/INSTRUCTIONS SEO PRINT C/D LINE NO. LINE 95 EXHIBIT 10 Y 100 Y REQUISITION NO.: 105 .110 ADDENDUM ACKNOWLEDGEMENT 115 120 I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED 125 130 ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY 135 PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. 140 ADDENDUM NO.'S: 145 150 Y NO. 1 . St. Y 155 160 NO. 2 .A.V. 165 Y 170 Y NO. 3 .45/ 175 Y 180 185 190 195 NO. 5 200 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE 205

ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.



November 17, 2006

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

Dear Mr. Johnston,

Reference: RFQ# 707EC013

Please find enclosed addendum # 2. This addendum was received after my bid left my office therefore the return of this addendum is in a separate envelope.

Any questions please feel free to contact me at 800-808-3626.

Sincerely,

Steven Eaton Vice President

e-mail: tencoUSA@worldnet.att.net website: www.tencousa.com



VEZDOR

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

14480

585-346-3040

Request for Quotation

SH-P

T O

RFQ NUMBER 707EC013

1

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

*321105507 TENCO USA INC 5700 SOUTH LIMA RD PO BOX 635 LAKEVILLE NY

DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV 26201

3.04-472-1750

DATE PRINT		leH	MS OF SAL	Encorat en	SHIP VIA		E,O,B		FHEIGHT TEHMS
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WH	EN RESE	PONDING	TO RFC), INSEF	RT NAME AND A	DDRESS	IN SPACE ABOVE	LABEL	.ED 'VENDOR'

Page _____of__

	RFO 707FC013 Date 11/9/06	
Firm & Representative Name: 1. DAKE TWIKE	Mailing Address:	Phone&Fax#:
		F
2. WY TRACTOR Garage	P.O. BOX 473 CHARLESTONCW 25322	346-530/ 346-5305
3. Teneo USA Ken Brink	Monticecco NX. 12701	
4. Angue Moorman	D04	558.9427
5. Andy PERRIN JJ TRUCK	Formerset PA 15531	814-444-7040 814-445-3726
5. John Walker	_WV DOTT	558-6264
Jaren Coelver	2011	473-5327

SIGN IN SHEET

Please print or write legibly!
Your Fax # is essential to contact you timely!

	SIGN IN SHEET	Pageof
·	Date	
Firm & Representative Name:	Mailing Address:	Phone&Fax#:
1. Don Weese	D0H	P473-5362
		F
2. Alchard Austin	Purchasing	558-23/6
3. Butch Chittun	Purchasing	558-88 <i>0</i> 6
4. Shirley Blownt	Porchastny	558-3488
5. Shelly Murray	Purchasing	558-8801
6. SHANE HALL	Purchasing	558-8803
7		
		•

Please print or write legibly!
Your Fax # is essential to contact you timely!

RFQ No. 707E0013	13
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AFFIDAVIT

West Virginia Code §5A-3-10a states:

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

DEFINITIONS:

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

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

EXCEPTION:

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _	Lenco	U.S.A.	inc			
Authorized Signat	ure:	in 5		Date:	11/17/01	6
No Deht Affidavit (Revis	sed 10/13/06)				/ / "	

Non-collusive bidders certificate

pursuant to chapter 675, law of 1966

[A] by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid each party there to certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1] The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and with not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3] No attempt has been made or will be made by the bidder to include any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

Name of Bidder:

Signature of Bidder

Date: 🖊



101

WARRANTY POLICY FOR TENCO PRODUCTS 2001

WARRANTY COVERAGE

- Warranty starts on day of delivery to the owner.
- Warranty is void unless the warranty registration certificate has been completed and returned to Tenco Machinery (CDN) Ltd's office within 30 days of delivery.
- All other warranties mentioned in the sales contract will be honored.

WARRANTY RUNAWAY SWEEPER

• Complete unit:

1 year parts & labour

WARRANTY ONE-WAY, PLOW, WING, UNDERBODY

• Complete unit:

1 year parts & labour

WARRANTY 12M BODY

S

• Complete unit:

1 year parts & labour

WARRANTY HOPPER SPREADER

• Complete unit:

1 year parts & labour

WARRANTY SELF-PROPELLED SNOWBLOWER

Complete unit:

1 year parts & labour

WARRANTY DETACHABLE SNOWBLOWER

• Complete unit:

1 year parts & labour

EXPIRATION

• Warranty expiration will be based on years or hours whichever occurs first.

20011218 101001 INT 023A

101

WARRANTY POLICY FOR TENCO PRODUCTS 2001

POLICY CDN WARRANTY 2001 – 2002

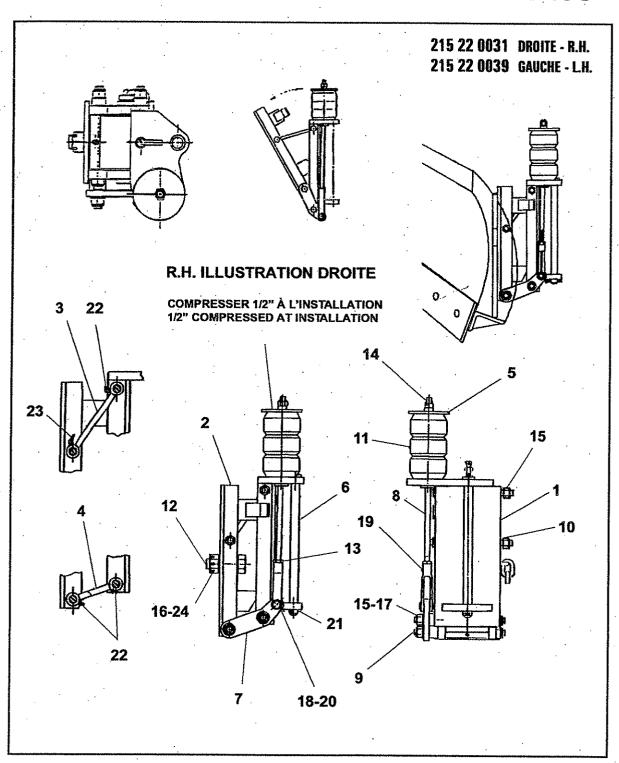
TENCO MANUFACTURING WARRANTY

Tenco Machinery (CDN) Ltd's objective is to insure that all owners obtain maximum reliability and performance from their snow removal equipment.

- Tenco Machinery (CDN) Ltd warrants its new products (when properly assembled, adjusted, maintained and operated) to be free of defects in material and workmanship for the applicable warranty period.
- Tenco Machinery (CDN) Ltd's obligation under this warranty is limited to repairing or replacing F.O.B. Tenco Machinery (CDN) Ltd's factory any part or parts which are reported defective, given all details by the Tenco Machinery (CDN) Ltd authorised dealer or person, within 30 days from date of failure. In no event will Tenco Machinery (CDN) Ltd assume any responsibility for consequential damages to material of any nature or source resulting from defects in materials or parts which are not manufactured by Tenco Machinery (CDN) Ltd (truck, pick-up truck, loader, etc).
- Transportation costs are the responsibility of the owner, at the owner's expense, to transport the equipment to the service shop of an authorised Tenco Machinery (CDN) Ltd dealer or alternatively to reimburse the dealer for any travel or transportation expense involved in fulfilling this warranty..
- Anytime there is a metal structure or weld problem, photos have to be taken and attached to the warranty claim.
- Tenco Machinery (CDN) Ltd reserves the right to make changes or make improvements at any time without notice or obligation.
- All warranty claims must be submitted to Tenco Machinery (CDN) Ltd's office within 30 days after repairs have been completed. Any warranty claim submitted after 60 days have no priority and will be processed as time permits.

Penture - Hinge 4-8-30 Deg.

P48R P48G



PENTURE - HINGE 4-8-30 deg.

P48R P48G

DROITE-R.H. 215 22 0031 GAUCHE-L.H. 215 22 0039

ILL.	ITEM	QT	DESCRIPTION	GAUCHE-L.H. 215 22 0039
1	215 20 0083	1	SUPPORT DROIT CÔTÉ COLONNE	R.H. SUPPORT POST SIDE
	215 20 0094	1		L.H. " " "
2	215 20 0084	1		R.H. SUPPORT SIDE WING SIDE
	215 20 0095	1	SUPPORT GAUCHE " "	L.H. " " "
3	215 20 0085	1	BRAS LONG	LONG ARM
4	215 20 0086	1	BRAS COURT	SMALL ARM
5	215 20 0057	1	GUIDE DE RESSORT	
6	215 20 0091	1	GOUJON D'ATTACHE	SPRING GUIDE ATTACH PIN
7	215 20 0165	2	I EVIED DOOR	The state of the s
	215 20 0166		" GAUCHE	K.H. SWIVEL PLATE
8	215 19 0302		TIGE FILETÉE	THREADED ROD
9	215 19 0231	1		LONG ROD
10	215 19 0232	1	PETITE TIGE	SMALL ROD
11	215 28 0003		RESCORT CACHTCHOUC "AECA"	DIIDDED CODINA
	215 29 0003		RESSORT CAOUTCHOUC "AEON" HEX. BOULON 1 1/2 NC-4 1/2" LG, HEX. ÉCROU 3/4 NF	NUDDER SPRING
13	2407	1	HEY ECOOL 24 NE	HEA. BOLT 1 1/2 NC-4 1/2" LG
14	2438	2	HEX. ÉCROU AUTO 3/4 NF	UEV LOOK NUT OIL UE
15	2473	1.	"STOVED" ÉCROU AUTO 3/4 NF	HEX. LOCK NUT 3/4 NF
16	2515	1	"STOVER" ÉCROU AUTO 7/8 NF GR8 ÉCROU À CRENAUX 11/2 NC	STOVER" LOCK NUT 7/8 NF GR8
17	5349	2	PONDELLE DI ATE 7/09 DIA 7/00 DI AGUÉS	CASTLE NUT 1 1/2 NC
18	5011	2 1	RONDELLE PLATE 7/8" DIA. (GRPLAQUÉE) GOUJON DE CHAPE	PLAT WASHER //8" DIA. (GRPLATED)
19	5012	ż	CHAPE	PIN FOR YOKE
20	*	2 2		YOKE
21	9625	1	GOUPILLE FENDUE 3/32" DIA. X 1 1/4" LG.	COTTER PIN 3/32" DIA. X 1 1/4" LG.
22	9635	i	GOUPILLE FENDUE 5/16" DIA. X 2" LG.	COTTER PIN 5/16" DIA. X 2" LG.
23	9638	1	GRAISSEUR DROIT 1/4-28 GRAISSEUR 45 deg. 1/4-28	STRAIGHT ZERK 1/4-28
24	9627	1	COUDULE FENDUS #40" BLA N. CT -	ZERK 45 deg. 1/4-28 COTTER PIN 5/16" DIA. X 4" LG.
		•	GOUPILLE FENDUE 5/16" DIA. X 4" LG.	COTTER PIN 5/16" DIA. X 4" LG.



JOE MANCHIN III GOVERNOR

March 21, 2006

Steven Eaton Tenco (USA), Inc. 5700 South Lima Rd. PO Box 635 Lakeville, NY 14480

STATE OF WEST VIRGINIA DEPARTMENT OF ADMINISTRATION **PURCHASING DIVISION**

2019 WASHINGTON STREET, EAST P.O. BOX 50130 CHARLESTON, WEST VIRGINIA 25305-0130 ROBERT W. FERGUSON, JR. CABINET SECRETARY

> DAVID TINCHER DIRECTOR

Dear Mr. Eaton:

We received your vendor registration application and check in the amount of \$45.00 to become a registered vendor to do business with the State of West Virginia. This is to inform you that we have processed your application and your company is now eligible to participate in the competitive bid process to receive purchase orders from state agencies. If there is a change within your organization, please notify us immediately to update your vendor status with the Purchasing Division.

Payment of the \$45.00 fee entitles you to a year's subscription to the West Virginia Purchasing Bulletin, which advertises bidding opportunities expected to exceed \$10,000. A new issue is posted on our website weekly at www.state.wv.us/admin/purchase. We encourage you to view this publication on a regular basis so as not to miss important bidding opportunities. Printed copies will not be mailed but one will be posted in the Purchasing Division's reception room available to vendors.

In order to access the Purchasing Bulletin on the Internet, you will need your vendor number and password, which is listed below. Your password is the check number used to pay the current fee. A group number is not required unless indicated below. The vendor file is updated every Monday. As a new vendor, you should be able to access the Bulletin on the Internet after March 27, 2006.

If you have any questions concerning the vendor registration process, please feel free to contact me at any time at 304-558-2311 or evance@wvadmin.gov.

Sincerely,

Erika Vance, Vendor Registration Administration & Inspection Section

WV Purchasing Division

Vendor Number: Group Number:

ALCOHOLOGICAM ARTON SERVICE CONTRACTOR

Password

*321105507