

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

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707EC013

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON 304-558-2402

*709051756 304-346-5301 WV TRACTOR COMPANY PO BOX 473

CHARLESTON WV 25322 DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 **BRUSHY FORK ROAD** BUCKHANNON, WV 26201 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

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON 304-558-2402

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*709051756 304-346-5301 WV TRACTOR COMPANY PO BOX 473

CHARLESTON WV 25322

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

SHIP VIA DATE PRINTED TERMS OF SALE F.O.B. FREIGHT TERMS 10/25/2006 BID OPENING DATE: 11/22/2006 BID OPENING TIME 01:30PM CAT. QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT. LINE NO: SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. THE DIRECTOR OF PURCHASING RESERVES THE CANCELLATION: RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMME-DIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK). QUANTITIES LISTED IN THE REQUISITION ARE QUANTITIES: APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINA WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FOR-WARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. VALID UNLESS APPROVED AND ENCUMBERED NO ORDER IS SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE



*709051756

PO BOX 473

CHARLESTON WV

WV TRACTOR COMPANY

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SH-P

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

26201

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26201
304-472-1750

SHIP VIA FREIGHT TERMS DATE PRINTED TERMS OF SALE F.O.B. 10/25/2006 **BID OPENING DATE:** 11/22/2006 BID OPENING TIME 01:30PM QUANTITY. UOP UNIT PRICE AMOUNT: LINE ITEM NUMBER TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL. UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY. West Virginia Tractor Company BIDDER: -----11-21-06 DATE: SIGNED: President TITLE: --* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE SIGNATURE TITLE ADDRESS CHANGES TO BE NOTED ABOVE



NODOR

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

304-346-5301

Request for Quotation

RFQ NUMBER 707EC013

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON 304-558-2402

*709051756 WV TRACTOR COMPANY CHARLESTON WV 25322

PO BOX 473

EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV

DIVISION OF HIGHWAYS

26201

304-472-1750

DATE PRINT	red :	TEF	RMS OF SAL	E .	SHIP VIA		F.C).B.		FREIGHTTERMS
10/25/										
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VENDOR

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50100 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER 707EC013 PAGE 8

ADDRESS	CORRESP	ONDENCE	TOATH	ENTION (OF:

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T

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

26201

304-472-1750

*709051756 304-346-5301 WV TRACTOR COMPANY PO BOX 473 CHARLESTON WV 25322

DATE PRINT		ΤERI	VIS OF S	ALE			SHIP	VIA	1	·	,, 0,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		PREIGHT JERMS
10/25/	2006								<u> </u>				
BID OPENING DATE:		11/22/	2006	tal same or	Q: 5.3	5. pv + 1.2%**	10,000 000	<u>BID</u>	OPENING TIME 01:30PM				Particular of the medical season of high market behave
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\\\\	IENI DECE		TO DI	O IN	SED	TNIAN	IE AND	ADDRESS	Z INI S	PACE A	ROVE I	AREI	ED 'VENDOR'

NCTE: 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 Requisitio	n No.: _	707EC0	1 3					
	Bidder's Name:	West	Virginia	Trac	tor Com	pany		and the same of th	
	Address:	P.O.	Box 473	Char	leston,	WV 253	322		
	Telephone Number:_	346-5	5301				**************************************		
	Years Bidder has bee	n regist	tered to do bu	siness v	vith the St	tate of We	st Virginia:	24	_YRS
	Years Company has l	oeen an	authorized de	ealer fo	r proposed	d unit:	***************************************	3	_YRS.
X4.2 X4.2.1	DELIVERY: Delivery date of com	pleted 1	representative	unit:	30		Calendar Day urchase Agr	s After Date of eement	
X4.2.2	Delivery date of bala	nce of o	completed uni	ts:	60-90	Ca	lendar Days	After Date of	ement

X5.0	AWARD CRITERIA;				
X5.1	Prices for unit including installation in quantities of	1-5	\$2	8,990	per unit
		6-10	\$2	8,990	per unit
		11-20	\$2	8,990	per unit
		21 and over	\$2	8,990	per unit
X6.0	SPECIFICATIONS - GENERAL				
X6.1	Manufacturer, model, series, and date of manufacture of p	proposed unit:			
	VIKING-CIVES Model AHW	2007	7		
	Is descriptive literature, fully describing proposed unit at	tached to your bio	1? x	YES _	NO
	If not, why?				
5.2	Will the required number of service manuals, and comple	ete parts list be de	livere	ed to the Eq	uipment
	Division at Buckhannon upon completion of delivery of	total units?	X	YES	NO
	Will the required Equipment Preventive Maintenance Fo	rm (Section X6.2			-
	be provided upon inspection of the pilot unit?		X	_ YES	NU

X6.2 2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPT	ION:			WAKE:					
M	ODEL:		YEAR:	PUR	RCHASE AMOUNT	·			
ENGINE:	MAKE:		MODEL:		FUEL TYPE:				
	HORSEPOWER:		CYLINDER: _	ENC	GINE SERIAL:				
	COOLING SYSTI	EM CAPACITY: _							
BELTS:	DESCRIPTION:			PART NUMI					
GVW:						REAR:			
	FRONT MAKE &								
TIKES.	REAR MAKE & S								
DIMENSIC	ONS OF UNIT:	LENGTH:		WIDTH:	White the second	LENGTH:			
PARTS:									
BATTERY	MAKE:		MODEL:		CCA:	HEIGHT			
TOP OR SI	IDE POST:		DIMENSIONS	: LENGTH	WIDTH	HEIGHT			
SPARK PL	JUGS OR FUEL INJ	ECTORS MAKE: _		PART#					
FUEL PUM	AP OR INJECTION I	PUMP MAKE:		MODEL:					
ALIEKNA	MAKE:			DADT #:					
TIMPOCI	MAKE:			PART #:					
TO ANG M	HARGER MAKE	MOD	aT •	TAICI n.	AUTO/MANUA	L:			
HYDRAUI	LIC PUMP MAKE:	MOD		MODEL:					
FILTERS	MAKE	PART NO.	LUBR	ICANT	MANUFACTU	JRER TYPE			
OIL			ENGI						
AIR INNE	R			ISMISSION					
AIR OUTE	ER				***************************************				
FUEL PRI	MARY		HYDF	RAULIC					
FUEL SEC	ONDARY		DIFFI	RENTIALS					
COOLAN	ľ		BRAK	E FLUID					
	LIC		COOI						
OTHER			OTHE	SK.					

X6.3	TRAINING:										
	Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training YESNO										
	Will you conduct training with each purchase order against this open end contract?										
	Will training be conducted within 2 working days from the delivery of the purchase order?		unit on th _YES								
	If NO, explain time frame										
	Will an Operator's Manual be furnished to the Training Academy?	x	_YES	NO							
X6.4 X6.4.1	If you are the successful vendor, will you furnish all training aids, i.e., vide conducting the training? Will all manuals, booklets, etc. explaining preventive maintenance, or schedule be delivered with each unit? If NO, explain	erator YES_	procedur								
X6.5	WARRANTY AND SERVICE POLICY										
	Will the warranty and service you provide comply with all areas as statedx YESN		ction 6.5 c	f specifications							
	Is warranty literature attached? YES NO										
	Does the unit have a minimum two (2) year bumper to bumper basic warr	anty?	x YE	S NO							
	Describe:Two years parts and labor										

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. De	fine the terms of the sta Two years par	andard warranty. If not offered, so state. (Attach copy) ts and labor

	facturer's representativ	o be performed at DOH facilities and warranty service to be performed at re facility. List name and location of manufacturer's representative. er warranty can be performed at West Virginia
***************************************	Tractor Compa	ny in Charleston
3. Lis know	-	ventories that are within the State of West Virginia. Also, list availability levels, if parts can purchased at West Virginia Tractor Comapny
	in Charleston	
	ring the term of warran	ity, list the guarantee discount to manufacturer's published list price for parts that wner.
A. B. C.	Terms: Net 30 Terms: Net 60 Terms: Net 90	Manufacturer's published list price less: % discount Manufacturer's published list price less: % discount Manufacturer's published list price less: % discount
	ring the term of warran	ity, will all manufacturers or engineering improvements be submitted to Division ofxYESNO
6. Du	ring the term of warran	ity, list the guaranteed rates charged for repair to the unit.
A.	Shop Rate	\$ 60.00 per mechanic hour
В.	Travel Time Charge (Specify if one-way)	\$ 60.00 per mechanic hour ; port to portx
C.	Mileage Charge (Specify if one-way	\$ 1.25 per vehicle mile ; port to port x
D.	Field Mechanic Rate	
E.	Specify period of tim	ne that prices are in effect:
F.	Surcharge for miscel	holidays and overtime 150%

X6.6	EVALI	JATION	COMMITTEE	REQUIREMENT	TS .		
			specifications, etermination?	product literature	, component model	s provided for Evaluat x YESNO	ion
X6.7	herein, conform	but which n in streng	are necessary gth, quality of	to provide a comp	olete unit, be furnish ty of workmanship	nce characteristics not ned with the unit and to those which are adx_YES	vertised and
X6.7.1	Are all which r furnishe	nay be du	accessories ad plications of s	equate and regular pecifications herei	ly supplied as stand n, and except these	lard to be included exc by specification are no YES	ot to be
X6.7.2	Are all	standard s	safety features	that are required b	y Federal and State	e statutes of law includ	led? NO
X7.0	The bid unit to the basi	der shoul the specifis that suc	d complete the ications. Shou h feature is no	ld the bidder except offered by the ma	pt a requirement, the nufacturer. The D	Division to compare the en such exception may ivision will have the sents of the specification	y be only on ole
	Will hy	draulic w	ing snowplow	be designed for m	ounting on a tander	n dump truck × Y	ESNO
	Is the h	ydraulic p	ower for liftin	g etc. supplied by	the truck central hy	draulic system x	YESNO
	Will yo	u supply	the hose and fi	ttings to connect p	low systems to valv	ving, located under the	e front bumperNO
	Manufa	icturer:	VIKING-C	IVES	Model: AHW		
X7.1	Front H						
X7.1.1				ed as a universal h		to carry plows of wei	
X7.1.2		Is top of l	hitch mounted	to the frame rail o	f the truck using	7 1 inch Grade 8 bo YES	olts on each NO
X7.1.3	i	Middle o	f front hitch ex	tends out both sid	es to attach the fron	at wing posts x Y	ESNO
X7.1.4	}	Is front w	ving mast – left ip and car char	t and right – horize nnel at 22.7 lb ft. o	ontal support grinder tubing 7 inch x 4	er 7 inch cross channel inch x .3750 inch xYES	
X7.1.5	5	Is front n	nast – left and	right – wing post o	cross tube mounted	to truck frame membe	ers NO

X7.2 From	nt Wing Mast – Left and Right:	
X7.2.1	Does wing mast block OEM headlightsYES _xNO	
X7.2.2	Wing post I-beam: 8" x 18.4 lb/ft.	
X7.2.3	Wing post side lift: 10"+	
	with lift from ground to bottom of plow edge for travel of 10"+ inches	
X7.2.4	Is front wing post cylinder double acting ram-direct (no cables) with float and 500 PSI relief the down sidexYESNO	fon
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	is
X7.2.6	Support struts: 1.25 in. diameter schedule 80 Grade A or B seamless pipe brace (minimum of two (2) × YES NO	
	Grade A or B seamless pipe brace (minimum of two (2) × YES NO	
X7.2.7	Is hinge assembly detachable from the slider assembly of the wing mast _x YES1	ON
	Bolts - Grade 8 . 6250 in/1.588CH-N.C.	
X7.2.8	Does wing have double acting cylinder which provides full power up _x YES NO)
X7.2.9	Does wing plow have a mechanical alarm system to alert the operator of the position of the part of the	olow
X7.2.9.1	Is alarm system visible from driver's seat YES NO	
•	Manufacturer/model Viking-Cives System	
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: 3" X 15"	
X7.3 Rear	r Wing Tower - Left and Right:	
X7.3.1	Rear wing truck attachment I-beam:inch oflb/ft or 8_inch _20 lb/ft structural channels.	nel
X7.3.1.1	I-beam supported by 3/16" formed plate 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 cylind to lift the wing into the carry position YES NO	der

X7.3.3	Attachment to the truck $\frac{1}{1}$ inch x $\frac{5\frac{1}{4}}{1}$ inch plate steel across the top of the truck frame as close to the cab as possible $\frac{x}{1}$ YES $\frac{x}{1}$ NO
X7.3.3.1	Does this plate have gussets at the high stress pointsx YES NO
X7.3.3.2	Angle welded to this point which runs parallel to the truck frame and bolt tight to same: 4 inch x 3 inch x 3/8 inch
X7.3.3.3	Is this angle to the rear post braced YES NO
X7.4. Wing	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 duty materialx_YESNO
X7.4.2.1	To adjust push arm length, will a cylinder be used to slide the inner tube through the outer tube YESNO
X7.4.2.2	Will a cylinder be used that attaches to the two (2) point attachment on the truck and to the bottom push arm to lift and tuck the wing in as tight to the truck as possible YES NO
X7.4.2.3	Are cylinders nitrated for superior wear and corrosion resistantYES _xNO Industion hardened
X7.5 Trip V	Wing Hinge – Left and Right:
X7.5.1	Is the wing attached to the front wing post with a trip hinge X YESNO
X7.5.2	Is the hinge designed to allow the wing to trip and reset automatically when hitting an obstruction YES NO
X7.5.3	Is reset with a rubber compression and not with coil spring Addendum YESNO
X7.5.4	Does the hinge have two (2) offset hinges to lift the wing as it trips 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 heavy duty YES NO
X7.6.2	Side wing overall length 132 inches with 120 inch x 8 inch cutting edge
X7.6.3	Nose height 29 inches and discharge height 38 inches
X7.6.4	Cutting edge backer 4 inches x 4 inches x 3/4 inches punched to accept
	punch cutting edge
V765	Is backer manufacturer's heaviest design x YES NO

X7.6.6	Does the leader have at least 1 inch plate steel and has means to accept a 1 1/4 inch wing bolt YES NO
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 orange _x _YESNO
	Paint manufacturer & number: Dupont 60659 or code selected by WVDOH
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 YES NO
X7.7.2	Overall height of plow 39 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: 10 and size 3/8
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 4 inch x 4 inch x 3/4 inch angle supported by 7 ga plate
	hinges flame cut of 3/4 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 trip YES NO Addendum
X7.7.7	Is trip section reset after hitting an obstruction by torsion or coil springs mounted vertical behind the trip mechanism horizontal YES NO
X7.7.8	Coil spring wound of 3/4 inch wire and has 15 coils
X7.7.9	Number of spring retainer holes to allow for spring tension adjustment: 2 +
X7.7.10	Is replaceable cutting edge 1/2 inch x 8 inches mounted by 5/8 inch bolts on 8 inch center YES NO
X7.7.11	Is backer iron for cutting edge punched to receive both 8 inch AHD 3-3-12 replacement edgesYESNO
X7.7.12	Number of mold board shoes: 2 Number of curb shoes: 2 Is one (1) left side and one (1) right side X YES NO
X7.7.12.1	Curb shoes 11 foot shaft with 65K Rockwell hardness _x YES NO

X7.7.13	Mold board skin 10 gauge steel and welded to the top, ribs, ar			NO
			_ YES	_10
X7.7.14	Is A-frame 4 inch x 4 inch x 3/8 inch tubular steel and pin to the 1		ame support YES	
X7.7.15	Main frame support 4 inch x 4 inch x ^{3/8} inch tubing	g		
X7.7.16	Is A-frame reversing table cut flame cut 1/2 inch plate steelxWidth:10 inches	_YES	NO	
X7.7.17	Does the evener plate have stops to restrict the plow from listing	more th	nan 25 degre YES	es NO
X7.7.18	Plow is attached to the truck with _2 ears of _1 inch steel			
X7.7.18.1	Ears are on $30\frac{1}{2}$ inch centers			
X7.7.19	Is reversing achieved with two (2) industrial type cylinders with a and a 18 inch stroke		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 of angle to the road after the plow has been attached to the truck		ting the cutt YES	
X7.7.21	Is the lifting device a pulley and cable design to allow the plow to Lift		sed with a m _YES	
X7.7.22	Will all steel be sand blasted and painted	X	_YES	_NO
X7.8 Cont	rol 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 te rear wing, and left telescopic		c, left front	
X7.8.3	Manufacturer and model of cab controls push pull cables: Wesc	on 08	3-5700-08	***************************************
X7.8.4	Do the controls for dump have built in lock out to prevent acciden		uation YES	NO
X7.8.5	Will you mount controls as directed by West Virginia Division o		vays Equipn NO	nent Division
X7.8.6	Do valves have a built in relief	X	YES	_NO
X7.9 Hose	es and Fittings:			
¥7 0 1	Are all hydraulic hoses and fittings IIC with o-ring boss thread a	daptors	× YES	NO

X7.9.2	Are hoses and fittings placed so as not to be damaged from rubbing	or ne	at	I ES	.VO
X7.9.3	Will hoses be wrapped with loom for protection as needed	X	YES _	NO	
X7.10	nstallation:				
X7.10.1	Will equipment be mounted neatly on trucks furnished by Division	of Hi	ghways _YES _	NO	
X7.10.2	Will installation include all hoses, fittings, and other appurtenance and ready unit	equir	ed to ha _YES _	ve a comple NO	ete
X7.10.3	Will plow lights be mounted top of plow frame with the system	X	_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	and d	uring tra _YES _	nsport NO	
X7.11	All other features considered as standard:		•		
	Parts and service location in West Virginia.			V	
X7.12	Will snowplow offered comply with OSHA OF 1970 and subsequent amer	ndmei	nts_X	YES	 _NO
	Will advertising conform to the guidelines				
X7.14	Will all loose hardware be in a separate container for each plow and shippe	ed wit	th each p YES _	olow NO	



NODZE

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

25322

Request for

RFQ NUMBER 707EC013

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

DIVISION OF HIGHWAYS

*709051756 WV TRACTOR COMPANY PO BOX 473 CHARLESTON WV

304-346-5301

EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV

304-472-1750 26201

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 11/06/2006 0 Days Truck Buckhannon BID OPENING DATE: LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT NO. ADDENDUM NO. 1 CHANGES TO THE SPECIFICATIONS PER THE ATTACHED. BID OPENING DATE AND TIME REMAINS THE SAME. NO OTHER CHANGES 0001 EA 765-61 \$28,990 FRONT WING MOUNTED SNOWPLOW (LEFT, CENTER, RIGHT) Viking-Cives AHW THIS IS THE END OF RFQ 707EC013 ***** TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 346-5301 11-21-06 TITLE 550621655 President ADDRESS CHANGES TO BE NOTED ABOVE

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	YES	NO
TO: 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 (removing two (2) 1 inch section bolts allowing the cutting e section trip	. ,	(3) NO
TO: X7.7.6	Is trip section designed to allow one (1) piece trip to become trip; thus reducing shock to moldboard and extending life of	•	ction NO

REQUISITION HEADER AND LINE COMMENTS

NEXT FUNCTION:	SAVE SHOW PAGE NO:	10/26/2006 10:53:40				
	REQUISITION NO: 707E		THE REAL PROPERTY.			
CATALOG NO:	ITEM NO: e10	BEGINNING SEQUENCE NUMBER:				
A/B REQ. SEQ	COMMENTS/SPE	ECIFICATIONS/INSTRUCTIONS	PRINT LINE			
95 100	EXHIBIT 10	707EC013	Y Y			
105 110		REQUISITION NO.:	Y Y			
115	ADDENDUM ACKNOWLEDGEN	1ENT	Y			
120 125 130 135 140 145	ADDENDUM(S) AND HAVE	RECEIPT OF THE FOLLOWING CHECKED MADE THE NECESSARY REVISIONS TO MY OR SPECIFICATION, ETC.	Y Y Y Y Y			
155	NO. 1 X		Y			
160 165 170	NO. 2x		Y Y Y			
175 180	NO. 3		Y Y			
185 190	NO. 4		Y Y			
195 200	NO. 5		Y Y			
205 210	I UNDERSTAND THAT FAI ADDENDUM(S) MAY BE CA	LURE TO CONFIRM THE RECEIPT OF THE AUSE FOR REDECTION OF BYOS.	Y			
215 220 225		SIGNATURE SIGNATURE	— Y Y Y			
230		West Virginia Tractor (Company			
235 240		COMPANY	Y			
245		11-21-06	Y			
250 255 260		DATE	Y Y Y			
265 270	REV. 11/96		Y Y			

AGREEMENT ADDENDUM

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

- 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.
- 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. ASSIGNMENT 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. <u>LIMITATION OF LIABILITY</u> 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. <u>TERMINATION CHARGES</u> 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.

Spending Unit: West Virginia Tractor Company Name: West Virginia Tractor Company Name:	
Spending Unit: Company Name:	ompany
Signed: Signed:Signed:	، مسعوبيس
Title: President Title:	
Date:	



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

Request for

707EC013

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON 304-558-2402

DOUZEN

*709051756 304-346-5301 WV TRACTOR COMPANY PO BOX 473

CHARLESTON WV 25322 DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV 26201 304-472-1750

FREIGHT TERMS TERMS OF SALE SHIP VIA F.O.B. DATE PRINTED 11/13/2006 OPENING TIME Prepaid 11et 30 Days Truck BID OPENING DATE: CAT. AMOUNT UNIT PRICE QUANTITY UOP ITEM NUMBER LINE ADDENDUM NO. 2 SIGN IN SHEET AND AFFIDAVIT ATTACHED. TIME REMAINS THE SAME. BID OPENING DATE AND NO OTHER CHANGES 0001 EA 765-61 \$28,990 FRONT WING MOUNTED SNOWPLOW (LEFT, CENTER, RIGHT) Viking-Cives Model AHW 707EC013 ***** TOTAL: THIS IS THE END OF REQ ***** SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE SIGNATURE 11-21-06 346-5301 TITLE 55062(1655 ADDRESS CHANGES TO BE NOTED ABOVE

REQ No. 70	07EC013
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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:	west	Virginia T	ragtor C	ompany			
Authorized Signature	:	Lake	Ina		_ Date:	11-21-06	
		0		7			

No Debt Affidavit (Revised 10/13/06)

WEST VIRGINIA TRACTOR COMPANY

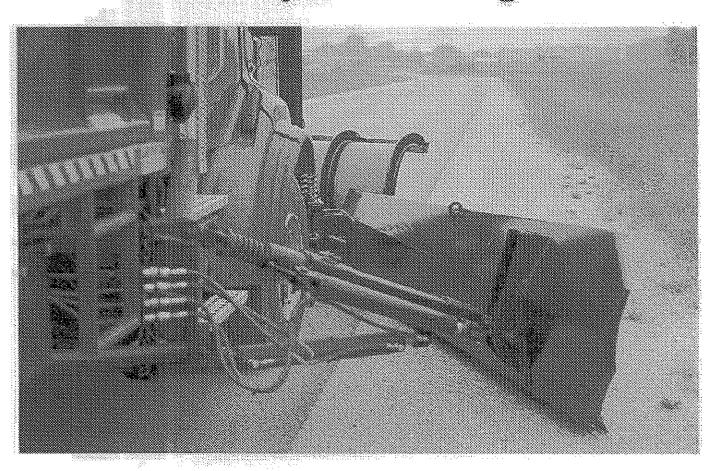
COMPLIANCE WITH WEST VIRGINIA PURCHASING RULES

As required by law and West Virginia Department of Administration, Purchasing Division Legislative Rule 148 CSR 1, West Virginia Tractor Company is licensed and in good standing with any and all state and local laws and requirements, including the West Virginia Secretary of State's office, the West Virginia Tax Department, the West Virginia Insurance Commission, or any other state agencies or political subdivisions, including the West Virginia Division of Motor Vehicles as a trailer dealer (DTR-1594) and as a new vehicle dealer (D-43).

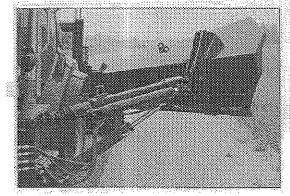
West Virginia Code 5A-3-10a. Prohibition for awarding contracts to vendors which owe a debt to the state or its political subdivisions, stipulates that this applies to contracts or renewal of contracts to be awarded by the state or any of its political subdivisions, which includes counties and municipalities.

West Virginia Tractor Company does not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin.

All Hydraulic Wing for Truck



The Viking AHW is more than a patrol wing it allows you to high wing or shelve to a height of 5 ft. The extension cylinder pushes the wing out, reaching some of winters highest banks. On the road the extension



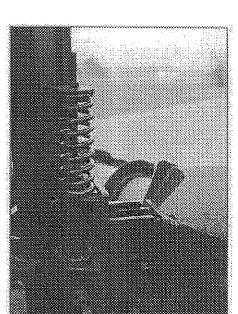
cylinder changes the clearing path from 6 ft. to 8 ft. instantly. There are no cables or pulleys front or back to cause you problems and the full trip mechanism will protect your Viking wing should you hit an obstacle. When you remove the AHW your payload is increased as there is no tower remaining on the truck.



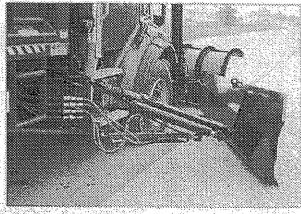
VIKING AHW

(All Hydraulic Wing)

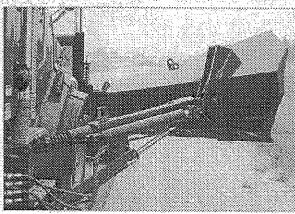
Wing in Playe pesson

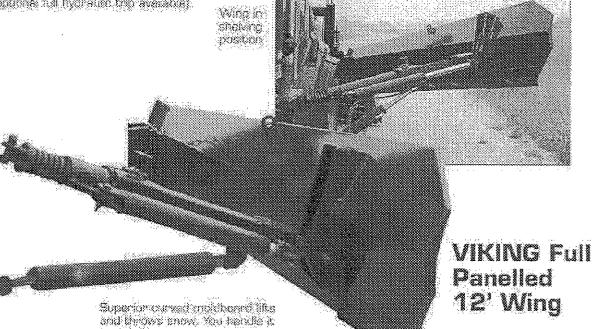


Trip lings with compression spring opures full hydraule trip available)



77000 (1) 1005001 10050001







crity once.

VIKING-CIVES (USA) RH2, BG, 3G-1/2 Hardoville Beer York 1383

Markeysia, Gerry York 13698 1345) 543-2321 1315: 543-2366 Fax

Viking Cives, (10. Ass fat Forest Octavis

800,710 (619) 823 4433 (519) 323-8600 Fax

VIKING-CIVES, USA MIDWEST DIVISION

137 Scover Street Evensdale: love 50707 (3190 236-7527 (319) 236-7580 Fax