



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

# Request for Quotation

RFQ NUMBER
707EC015

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

West Virginia Tractor Company  
P.O. Box 473  
Charleston, WV 25322

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
11/06/2006	Net 30 Days	Truck	Buckhannon	Prepaid		
BID OPENING DATE: 12/06/2006		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-13		
TRUCKED MOUNTED 18 TON CRANE ELLIOTT Model 1870- Sterling LT9500 \$181,300 OPEN END CONTRACT  TO PROVIDE TRUCK MOUNTED 18 TON CRANE AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 332-1-I.  THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 11/30/06. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.  QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST) ON TUESDAY, 11/21/06. SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION JOHN JOHNSTON 2019 WASHINGTON ST. E. CHARLESTON, WV... 25305  QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: JJOHNSTON@WVADMIN.GOV FAX: 304-558-4115  IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.  EXHIBIT 2  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
<i>Ray W. Gray</i>		346-5301		12-19-06		
TITLE		FAX		ADDRESS CHANGES TO BE NOTED ABOVE		
President		550621655				

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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



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Department of Administration  
Purchasing Division  
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ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN JOHNSTON  
304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

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

304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/06/2006				

BID OPENING DATE:

12/06/2006

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, 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.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE 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.</p> <p>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 IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE 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,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
Department of Administration  
Purchasing Division  
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VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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 ORIGINAL 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 FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY 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 IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RA 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,						

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

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11/06/2006						
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<p>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 ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>XXX BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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V E N D O R	RFQ COPY
	TYPE NAME/ADDRESS HERE

S H I P T O	DIVISION OF HIGHWAYS
	EQUIPMENT DIVISION
	ROUTE 33
	BRUSHY FORK ROAD
	BUCKHANNON, WV 26201
304-472-1750	

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(XXX) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION  
ROUTE 33  
BRUSHY FORK ROAD  
BUCKHANNON, WV  
26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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<p>AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>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.</p> <p>West Virginia Tractor Company</p> <p>BIDDER: -----</p> <p>12-19-06</p> <p>DATE: -----</p> <p>SIGNED: <i>[Signature]</i> -----</p> <p>President</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU AR</p>						

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DIVISION OF HIGHWAYS  
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<p>ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 707EC015</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 346-5305</p>						

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VENDOR

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SHIP TO

DIVISION OF HIGHWAYS  
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Gary W. Grady						
***** THIS IS THE END OF RFQ 707EC015 ***** TOTAL: _____						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE			FERN		ADDRESS CHANGES TO BE NOTED ABOVE	

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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  
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				ADDENDUM NO. 1		
				CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 12-06-06 AT 1:30 P.M.		
				TO: 12-20-06 AT 1:30 P.M.		
				NO OTHER CHANGES.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Ray W. Enay</i>	346-5301	12-19-06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	550621655	

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

ADDENDUM #1  
707EC015

OPEN END CONTRACT

TRUCK MOUNTED 18 TON CRANE

CHANGES TO BIDDER'S EVALUATION REPORT:

X4.0 REPRESENTATIVE UNIT FOR TEST (1<sup>st</sup> Sentence)  
No Change Required

X4.0 REPRESENTATIVE UNIT FOR TEST 2<sup>nd</sup> Sentence)  
No Change Required

X4.2 DELIVERY (2<sup>nd</sup> Paragraph – 2<sup>nd</sup> Sentence)  
No Change Required

X4.2 DELIVERY (3<sup>rd</sup> Paragraph)  
No Change Required

FROM:

X8.1 Cab to Axle Dimensions: \_\_\_\_\_ Inches

TO:

X8.1 Cab to Axle Dimension: \_\_\_\_\_ Inches

Unobstructed on the sides and on the top of frame rails to accommodate outriggers, tool boxes, etc. \_\_\_\_\_ YES \_\_\_\_\_ NO

FROM:

X8.3 Frame: Does the frame meet or exceed all Federal requirements for GVWR specified \_\_\_\_\_ YES \_\_\_\_\_ NO

TO:

X8.3 Does frame have extended front frame rails \_\_\_\_\_ YES \_\_\_\_\_ NO Size: \_\_\_\_\_ inches

Do they accommodate the front mounted stabilizer required for 360° operation  
\_\_\_\_\_ YES \_\_\_\_\_ NO

Does the frame meet or exceed all Federal requirements for GVWR specified  
\_\_\_\_\_ YES \_\_\_\_\_ NO

X8.10.1 No Change Required

Page 2  
ADDENDUM #1  
707EC015

FROM:

X8.13 Fuel Tanks: \_\_\_\_\_

TO:

X8.13 Fuel Tank(s):

FROM:

X8.13.1 Dual steel non-skid step tanks mounted so as to provide maximum ground clearance and do not extend behind cab \_\_\_\_\_ YES \_\_\_\_\_ NO

TO:

X8.13.1 Are tank(s) mounted so as to provide maximum ground clearance and shall not extend behind cab \_\_\_\_\_ YES \_\_\_\_\_ NO

Capacity: \_\_\_\_\_ U.S. gallons      Number of tanks used: \_\_\_\_\_

DELETE:

X8.13.2 Capacity: \_\_\_\_\_ US talons each; total \_\_\_\_\_ US gallons

DELETE:

X8.13.3 Equalizer line connecting both tanks \_\_\_\_\_ YES \_\_\_\_\_ NO  
Drain valves one (1) each tank and line fittings mounted in a way to prevent or minimize any damage from dragging \_\_\_\_\_ YES \_\_\_\_\_ NO

FROM:

X8.15 Cab and Accessories:  
Steel (\_\_\_\_\_) and/or fiberglass (\_\_\_\_\_) equipped with one piece tilt hood and fenders  
\_\_\_\_\_ YES \_\_\_\_\_ NO

TO:

X8.15 Cab and Accessories:  
Manufacturers standard steel (\_\_\_\_\_) aluminum (\_\_\_\_\_) and/or fiberglass (\_\_\_\_\_) Equipped with one piece tilt hood and fenders \_\_\_\_\_ YES \_\_\_\_\_ NO  
Is grille stationary mounted to accommodate front stabilizer \_\_\_\_\_ YES \_\_\_\_\_ NO

Page 3

ADDENDUM #1

707EC015

FROM:

X8.15.5 Dual heated west coast adjustable mirrors \_\_\_\_\_ YES \_\_\_\_\_ NO with stainless steel or aluminum housing and brackets with eight (8) inch convex spot mirror \_\_\_\_\_ YES \_\_\_\_\_ NO  
Manual adjustable left side, power adjustable right side from drivers position  
\_\_\_\_\_ YES \_\_\_\_\_ NO

TO:

X8.15.5 Mirrors: Dual heated west coast type adjustable \_\_\_\_\_ YES \_\_\_\_\_ NO

With stainless steel (\_\_\_\_\_) aluminum (\_\_\_\_\_) or composite (\_\_\_\_\_) housing and brackets with eight (8) inch approximate convex spot mirror \_\_\_\_\_ YES \_\_\_\_\_ NO

Manual adjustable left side, power adjustable right side from drivers position  
\_\_\_\_\_ YES \_\_\_\_\_ NO

FROM:

X8.15.10 Grab handles on right hand and left hand sides of cab, rear of door opening  
\_\_\_\_\_ YES \_\_\_\_\_ NO

TO:

X8.15.10 Grab handles on right and left hand sides of cab, easily accessible from the ground  
\_\_\_\_\_ YES \_\_\_\_\_ NO

FROM:

X8.15.20 Rain gutters over each door \_\_\_\_\_ YES \_\_\_\_\_ NO

TO:

X8.15.20 Doors have rain gutters \_\_\_\_\_ YES \_\_\_\_\_ NO

X8.17 No Change Required

X9.4.4 No Change Required

Page 4

ADDENDUM #1  
707EC015

FROM:

X9.7 Winches: Two speed planetary driven, boom mounted with natural cable spooling  
\_\_\_\_\_ YES \_\_\_\_\_ NO

TO:

X9.7 Winches boom mounted with natural cable spooling ☒ YES \_\_\_\_\_ NO

FROM:

X9.7.3 Winch line speeds, 3<sup>rd</sup> wrap, \_\_\_\_\_ fpm lower gear \_\_\_\_\_ fpm high gear

TO:

X9.7.3 Winch line speed 3<sup>rd</sup> wrap ☒ YES \_\_\_\_\_ NO 166 f.p.m.

X9.7.4 No Change Required

X9.10.5 No Change Required

FROM:

X10.8.2 24 inches high x 18 inches wide x 48 inches long \_\_\_\_\_ YES \_\_\_\_\_ NO  
Mounted under the bed on each side? \_\_\_\_\_ YES \_\_\_\_\_ NO  
Are both boxes cradled by a heavy steel angle frame welded to truck frame?  
\_\_\_\_\_ YES \_\_\_\_\_ NO

TO:

X10.8.2 Size of each tool box 24 inches high x 18 inches wide x 48 inches long

Mounted under the bed on each side ☒ YES \_\_\_\_\_ NO

Are the boxes cradled by a heavy steel angle frame welded \_\_\_\_\_ or bolted ☒  
To the truck ☒ YES \_\_\_\_\_ NO

NOTE: Vendor should type Bidder's Evaluation REPORT

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT  
NO. 332-1-I

TRUCK MOUNTED 18 TON CRANE

NOTE TO BIDDER: Procurement Specification No. 332-1-I, 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.: 707EC015

Bidder's Name: West Virginia Tractor Company

Address: P.O. Box 473 Charleston, WV 25322

Telephone Number: 346-5301

Years Bidder has been registered to do business with the State of West Virginia: 24 YRS.

Years Company has been an authorized dealer for proposed unit: 5 YRS.

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 90 Calendar Days After Date of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 150-180 Calendar Days After Date of Purchase Agreement

X5.0 AWARD CRITERIA:

X5.1	Prices for unit in quantities of	1-10	<u>\$181,300</u>	per unit
		11-20	<u>\$181,300</u>	per unit
		21 and over	<u>\$181,300</u>	per unit

## X6.0 SPECIFICATIONS - GENERAL

X6.1 Manufacturer, model, series, and date of manufacture of proposed unit:

ELLIOTT Model 1870      Sterling LT9500      2007 and later

Is descriptive literature, fully describing proposed unit attached to your bid?  x  YES   NO

If not, why? \_\_\_\_\_

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units?   x   YES        NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit?   x   YES        NO



EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: \_\_\_\_\_ MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ PURCHASE AMOUNT: \_\_\_\_\_

ENGINE: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ FUEL TYPE: \_\_\_\_\_

HORSEPOWER: \_\_\_\_\_ CYLINDER: \_\_\_\_\_ ENGINE SERIAL: \_\_\_\_\_

COOLING SYSTEM CAPACITY: \_\_\_\_\_

BELTS: DESCRIPTION: \_\_\_\_\_ PART NUMBERS: \_\_\_\_\_

GVW: \_\_\_\_\_ AXLE CAPACITY: FRONT: \_\_\_\_\_ REAR: \_\_\_\_\_

TIRES: FRONT MAKE & SIZE: \_\_\_\_\_

REAR MAKE & SIZE: \_\_\_\_\_

DIMENSIONS OF UNIT: LENGTH: \_\_\_\_\_ WIDTH: \_\_\_\_\_ LENGTH: \_\_\_\_\_

VENDOR CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

PARTS:

BATTERY MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ CCA: \_\_\_\_\_

TOP OR SIDE POST: \_\_\_\_\_ DIMENSIONS: LENGTH \_\_\_\_\_ WIDTH \_\_\_\_\_ HEIGHT \_\_\_\_\_

SPARK PLUGS OR FUEL INJECTORS MAKE: \_\_\_\_\_ PART # \_\_\_\_\_

FUEL PUMP OR INJECTION PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

ALTERNATOR MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

STARTER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TURBO CHARGER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TRANS. MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ AUTO/MANUAL: \_\_\_\_\_

HYDRAULIC PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
---------	------	----------	-----------	-------------------

OIL	_____	_____	ENGINE	_____
-----	-------	-------	--------	-------

AIR INNER	_____	_____	TRANSMISSION	_____
-----------	-------	-------	--------------	-------

AIR OUTER	_____	_____	POWER STEERING	_____
-----------	-------	-------	----------------	-------

FUEL PRIMARY	_____	_____	HYDRAULIC	_____
--------------	-------	-------	-----------	-------

FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
----------------	-------	-------	---------------	-------

COOLANT	_____	_____	BRAKE FLUID	_____
---------	-------	-------	-------------	-------

HYDRAULIC	_____	_____	COOLANT	_____
-----------	-------	-------	---------	-------

OTHER	_____	_____	OTHER	_____
-------	-------	-------	-------	-------

## X6.3 TRAINING:

Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training ☒ YES ☐ NO

Will you conduct training with each purchase order against this open end contract? ☒ YES ☐ NO

Will training be conducted within 2 working days from the delivery of the pilot unit on the individual purchase order? ☒ YES ☐ NO

If NO, explain time frame \_\_\_\_\_

Will an Operator's Manual be furnished to the Training Academy? ☒ YES ☐ NO

X6.4 If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training? ☒ YES ☐ NO

X6.4.1 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit? ☒ YES ☐ NO

If NO, explain \_\_\_\_\_

## X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications ☒ YES ☐ NO

Is warranty literature attached? ☒ YES ☐ NO

Is a minimum two (2) basic bumper to bumper warranty included? ☒ YES ☐ NO

Describe; Two years parts and labor for Elliott and  
truck. Some truck components exceed two years.

## 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. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

Two years parts and labor.

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

Most work under warranty can be performed at West Virginia  
Tractor in Charleston for Elliott products.

3. List locations for parts inventories that are within the State of West Virginia. Also, list availability levels, if known.

West Virginia Tractor in Charleston is the source for  
Elliott parts.

4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

A.	Terms: Net 30	Manufacturer's published list price less: <u>-</u> % discount
B.	Terms: Net 60	Manufacturer's published list price less: <u>-</u> % discount
C.	Terms: Net 90	Manufacturer's published list price less: <u>-</u> % discount

5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways? x YES    NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit.

A. Shop Rate \$ 60.00 per mechanic hour

B. Travel Time Charge \$ 60.00 per mechanic hour  
(Specify if one-way)                     ; port to port x

C. Mileage Charge \$ 1.25 per vehicle mile  
(Specify if one-way)                     ; port to port x

D. Field Mechanic Rate \$ 60.00 per mechanic hour

E. Specify period of time that prices are in effect: During warranty  
holidays and overtime 150%

F. Surcharge for miscellaneous items:                     %

X8.21 Does the unit conform to the advertising guidelines? (Describe):

Yes. Advertising decals will be deleted

unless requested for identification purposes.

X8.22 Training:

X8.22.1 Will a preventative maintenance and operator's training seminar be provided?  
☒ YES ☐ NO

8.22.2 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit?  
☒ YES ☐ NO

If NO, explain \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

#### X9.0 CRANE SPECIFICATIONS

Reference Requisition No. on request for proposal: 707EC015

Bidder's Name: West Virginia Tractor Company

Address: P.O. Box 473 Charleston, WV 25322

Telephone Number: 346-5301

Years Bidder has been registered to do business with the State of West Virginia:  
24 YEARS

Years Company has been an authorized dealer for proposed unit:  
5 YEARS

Manufacturer, model, series, and date of manufacture of proposed unit:

Elliott Model 1870

Is descriptive literature, fully describing proposed unit attached to your proposal?

Yes

If not, why? \_\_\_\_\_

X9.0 Is crane hydraulically operated telescoping crane capable of meeting SAE J765 stability requirements with an 85% tipping factor at rated capacities?  
☒ YES ☐ NO

X9.0.1 Is crane design, manufactured, and tested to comply with applicable portions of ANSI B30.5, OSHA 1926.550, AWS D14.3 AND SAE J-1078?  
☒ YES ☐ NO

Does crane have a minimum two (2) bumper to bumper basic warranty?  
☒ YES ☐ NO

X9.1 Physical Dimensions:

X9.1.1 Width with outriggers retracted: 96 inches

X9.1.2 Mounted height: 12 feet 11 inches when mounted on 40 inch high truck frame

X9.1.3 Boom length fully retracted: 27 feet

X9.1.4 Boom length fully extended: 70 feet. (Center of boom pivot to center of sheave pin)

X9.1.5 Does turret use more than 40 1/4 in. of truck frame behind cab.  
☒ YES ☐ NO  
 If Yes, specify 44"

X9.2 Capacity: (With outriggers, stabilizers fully deployed and not less than the following requirements at each radius without exceeding 85% of tipping

X9.2.1 All Booms Fully Retracted:

X9.2.1.1 36,000 pounds @ 5 foot radius, 360 degrees

X9.2.1.2 21,300 pounds @ 10 foot radius, 360 degrees

X9.2.1.3 11,500 pounds @ 20 foot radius, 360 degrees

X9.2.2 Capacities at 43 foot Boom Length:

X9.2.2.1 16,500 pounds @ 10 foot radius, 360 degrees

X9.2.2.2 10,000 pounds @ 20 foot radius, 360 degrees

X9.2.2.3 6,400 pounds @ 30 foot radius, 360 degrees

X9.2.2.4 4,200 pounds @ 40 foot radius, 360 degrees

X9.2.3 Capacities booms fully extended:

- X9.2.3.1 7,300 pounds @ 20 foot radius, 360 degrees
- X9.2.3.2 4,900 pounds @ 30 foot radius, 360 degrees
- X9.2.3.3 3,700 pounds @ 40 foot radius, 360 degrees
- X9.2.3.4 2,700 pounds @ 50 foot radius, 360 degrees
- X9.2.3.5 1,900 pounds @ 60 foot radius, 360 degrees
- X9.2.3.6 1,550 pounds @ 65 foot radius, 360 degrees

X9.3 Frame and Mounting:

Specify method of mounting crane to the truck frame Huck bolting

Is there any welding or alterations of truck frame YES ☒ NO

Is the crane frame attached to a subframe extending full length of truck frame, resulting in maintaining the full truck warranty? x YES NO

- X9.4 Outriggers: Crane manufacturers standard type designed for maximum lifting capacity stability for full 360° arc and for boom elevations varying from minus 10° to plus 80° x YES NO

If NO, explain \_\_\_\_\_

- X9.4.1 Is each outrigger provided with separate or independent controls with holding valves to prevent drift in the event of loss of hydraulic power or hose failure? x YES NO
- X9.4.2 Are the main and auxiliary outriggers mounted directly to the crane frame or subframe x YES NO
- X9.4.3 Do the outriggers provided have long hinged pads and have sufficient capacity to raise the entire truck crane assembly for leveling? x YES NO
- X9.4.4 Does outrigger motion warning alarm provide automatic warning alarm x YES NO
- Alarm level: 90 dba

X9.5 Is the turret and pedestal designed for maximum lifting capacity for a full 360 degrees arc and for boom elevations varying from minus 10 degrees to plus 80 degrees?

☒ YES ☐ NO

If NO, specify arc \_\_\_\_\_°, Elevations - \_\_\_\_\_°, to + \_\_\_\_\_°

X9.6 Is the rotational system hydraulically powered and gear driven ☒ YES ☐ NO

X9.6.1 Is outside accessible slack adjustment feature provided? ☐ YES ☒ NO

X9.6.2 Is the unit capable of 372 degree rotation with a mechanical stop  
☒ YES ☐ NO

X9.7 Winches: Two speed planetary driven, boom mounted with natural cable spooling  
See addendum ☐ YES ☐ NO

X9.7.1 Is the drum of large diameter and will it meet all applicable OSHA regulations?  
☒ YES ☐ NO

X9.7.2 Winch line pull, 1st wrap 9600 pounds with single part line.

X9.7.3 Winch line speeds, 3rd wrap see addendum f.p.m. low gear; \_\_\_\_\_ f.p.m. high gear

X9.7.4 Drum capacity: 275 ft. of 9/16 inch wire rope.

Specify wire rope breaking strength 37,000 lbs. rotation resistant  
☒ YES ☐ NO

X9.7.5 Is automatic brake incorporated into hydraulic drive motor? ☒ YES ☐ NO

X9.7.6 Does the winch feature "on-the-go" shifting? ☒ YES ☐ NO

X9.8 Is the boom three (3) stage type and is it of rectangular box construction?  
☒ YES ☐ NO

Is the boom equipped with light at operator station to advise that boom is not in travel position?  
☒ YES ☐ NO

X9.8.1 Is the boom a proportionate hydraulic boom, extension and retraction? Yes  
Cable assist to hydraulic design  
Are there any extension cables ☐ YES ☒ NO

X9.8.2 Outside accessible boom wear pads provided ☒ YES ☐ NO

## X9.8.3 Boom Tips:

- X9.8.3.1 Single sheave for main hoist line ☒ YES ☐ NO
- X9.8.3.2 Means of attachment for 2nd and 3rd part liner ☒ YES ☐ NO
- X9.8.3.3 Provisions for mounting a two (2) person steel bucket ☒ YES ☐ NO
- X9.8.3.4 "D"-rings for safety line attachment fitted on each side ☒ YES ☐ NO

## X9.9 Hydraulic System:

- X9.9.1 Pump: Manufacturers standard hydraulic pump ☒ YES ☐ NO  
capable of performing all functions ☒ YES ☐ NO
- X9.9.2 Reservoir capacity: 70 gallons with sight and temperature gauge ☒ YES ☐ NO
- X9.9.3 Filtration: 10 Micron return line filter with shut off valve in the suction line  
☒ YES ☐ NO
- X9.9.4 Controls "on-demand" type ☒ YES ☐ NO
- X9.9.5 Do all cylinders have holding valves? ☒ YES ☐ NO

## X9.10 Controls:

- X9.10.1 Does unit provide twin platforms each equipped with identical sets of controls ☒ YES ☐ NO
- X9.10.1.1 Grip strut platform mounted on opposite sides of pedestal with enclosures to protect operator from swinging loads on hook or sliding loads on flatbed ☒ YES ☐ NO
- X9.10.1.2 Does operator control station provide safety screen to protect operator from outrigger motion ☒ YES ☐ NO
- X9.10.2 Does rear bulkhead provide a full length grab rail ☒ YES ☐ NO
- X9.10.3 Is grab handle attached to control console ☒ YES ☐ NO  
9 inches high and 1.5 inches deep on console, 12 X 6 on bulkhead
- X9.10.4 Do operator controls include an engine stop-start switch ☒ YES ☐ NO
- X9.10.5 Do operator controls include foot operated engine throttle ☒ YES ☐ NO



X9.10.6 Do operator controls include all crane hydraulic function controls  
☒ YES ☐ NO

X9.11 Overload protection system:

X9.11.1 Crane equipped with an overload protection system ☒ YES ☐ NO

X9.11.2 Does overload protection feature provide capacity alert shutdown system consisting of capacity alert lamp with audible alarms at all control stations  
☒ YES ☐ NO

X9.11.3 Are overload protection pressures factory preset and non-adjustable  
☒ YES ☐ NO

X9.12 Capacity chart:

X9.12.1 Capacity charts posted at each operators station ☒ YES ☐ NO

X9.12.2 Charts have visible numbers and constructed of weather resistant material, permanently mounted  
☒ YES ☐ NO

X9.13 Personnel bucket:

X9.13.1 Is the personnel bucket two (2) person steel basket? ☒ YES ☐ NO

X9.13.2 Specify two (2) person steel basket dimensions 40 inches x 60 inches

X9.13.3 Is basket gravity hung with adjustable friction brake lock  
☒ YES ☐ NO

X9.13.4 Capacity: 600 lbs.

X9.13.5 Capable of attachment directly to boom ☒ YES ☐ NO

X9.14 Are necessary blocks for two (2) and three (3) part land line operation provided?  
☒ YES ☐ NO

X9.15 Accessories:

X9.15.1 Is one (1) 20 ton rated line block for up to four (4) parts of line, having a ball bearing swivel with OSHA approved safety latch hook provided  
☒ YES ☐ NO

X9.15.2 Is one (1) 12 1/2 ton capacity roller bearing swivel hook with OSHA approved safety latch and haul down weight provided? ☒ YES ☐ NO

Is the hook attached with wedge ☒ YES ☐ NO

- X9.15.3 Is a reinforced tie down ring provided for loadline attachment and positioned at rear of bed   x   YES        NO
- X9.15.4 Is heavy duty steel fabricated boom rest set in slots at rear of the subframe provided that will support the boom when in travel?   x   YES        NO
- X9.15.5 Is boom rest easily removed to simplify loading and unloading of flat bed?   x   YES        NO

## EXTRA HEAVY DUTY PLATFORM BODY

Manufacturer: Omaha Standard Model: Special model for WVDQH - to spec

- X10.0 Is a copy of shop drawings attached detailing the construction and weldment of the platform body?   x   YES        NO
- X10.1 Dimensions:
- X10.1.1 Length:   20   feet
- X10.1.2 Width:   96   inches outside dimension
- X10.2 Side and end rails: Structural channels C6X8.2
- Side and rear rails with four (4) side recessed stake pockets on 24 inch centers.   x   YES        NO
- X10.3 Cross sills constructed of four (4) inch heavy structural channel   x   YES        NO
- 12 inch centers and gusseted.   x   YES        NO
- X10.4 Longitudinal sills of heavy seven (7) inch structural channel welded to the cross sills and Gusseted to each with seven (7) inch triangular steel gussets   x   YES        NO
- X10.5 Is the floor constructed of 3/16 inch angular pattern tread plate and skip welded to cross Sills   x   YES        NO
- 7.6 lb. per square foot   x   YES        NO
- Floor continuously welded to side and end rails on top side   x   YES        NO
- X10.6 Is the full width heavy duty bulkhead constructed of a C12x25 channel and bulkhead continuously welded to front of bed and reinforced with triangular steel gussets?   x   YES        NO

## X10.7 Lights:

X10.7.1 Are there four (4) corner lights recessed in reinforced rear rail corners for maximum protection? ☒ YES ☐ NO

X10.7.2 Are there four (4) identification lights recessed in the rear rail for protection from impact? ☒ YES ☐ NO

## X10.8 Under Body Tool Boxes:

X10.8.1 Are there two (2) under body tool boxes (one for each side) ☒ YES ☐ NO

X10.8.2 24 inches high x 18 inches wide x 48 inches long? ☒ YES ☐ NO

Mounted under the bed on each side? ☒ YES ☐ NO

Are both boxes cradled by a heavy steel angle frame welded to truck frame?

See addendum ☒ YES ☐ NO

X10.8.3 Tool box capacity: 500 lbs. each box.

X10.8.4 Under body tool boxes constructed of 14 gauge galvanized steel with all seams welded ☒ YES ☐ NO

X10.8.5 Is there a horizontal hinged fold down door of 14 gauge steel, reinforced with double panels on each box ☒ YES ☐ NO

X10.8.6 Do the doors provide two (2) cables or chains to hold doors in horizontal position ☒ YES ☐ NO

X10.8.7 Does each under body tool box have one (1) 14 gauge full length adjustable shelf ☒ YES ☐ NO

X10.8.8 Does each under body tool box door have keyed latches (keyed alike), corrosion resistant hardware and automotive style weather stripping and a drip lip over door opening? ☒ YES ☐ NO

X10.8.9 Are the under body tool box door openings 42 inches wide and 19 inches in height? ☒ YES ☐ NO

X10.9 Is electric OSHA approved audible backup alarm provided? ☒ YES ☐ NO

## CRANE AND FLATBED

X11.0 Will the crane and flatbed be installed by the crane manufacturer, pretested at the factory and certified?   x   YES        NO

## ENTIRE CRANE

X12.0 Paint: Describe the method of painting and striping the entire crane

Crane and bed to be thoroughly cleaned and degreased.

Primer shall be applied and then a finish coat shall

be applied. The bed shall be painted in dark blue.

The tool boaxes shall be dark blue. The crane pedestal

and turret and first boom section shall be white with

some red trim. The second two sections shall be black

X13.0 The entire assembly and accessories comply with the "Occupational Safety and Health Act of 1970". and color coded.   x   YES        NO

X14.0 Preventive Maintenance and Operators Training:

Describe: Training will be by Elliott and West Virginia

Tractor personnel in Buckhannon. It will last about

one day and consist of operator and maintenance and

safety training. The crane training shall be in

addition to the truck training.

AGREEMENT ADDENDUM

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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.
3. 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. SIMILAR SERVICES - 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. 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. AMENDMENTS - 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

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VENDOR

Company Name: West Virginia Tractor Co.

Signed: 

Title: President

Date: 12-19-06

# 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 exceeds 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](http://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 Tractor Company

Authorized Signature:  Date: 12-19-06

WEST VIRGINIA TRACTOR COMPANY  
707EC015 Exceptions to Specifications

- 9.1.5 The turret, including control console, shall utilize about 44" of truck frame behind the cab.
- 9.7.2 Standard winch line pull is 9,600 lb. with single part line. The rotation resistant rope reduces the spec to 9,060 lbs.
- 10.8 It is possible that the length of the street side toolbox may have to be reduced from 48" depending on truck frame and component configuration, which could affect the available allowable space between the hydraulic reservoir and the rear axle. The shortest toolbox would be approximately 42".

## 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.



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT  
NO. 332-1-I

TRUCK MOUNTED 18 TON CRANE

NOTE TO BIDDER: Procurement Specification No. 332-1-I, 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.: 707EC015

Bidder's Name: Heritage Equipment, Inc.

Address: 322 Dry Hill Road, Beckley, WV 25801

Telephone Number: 304-254-7827

Years Bidder has been registered to do business with the State of West Virginia: 8 YRS.

Years Company has been an authorized dealer for proposed unit: 6 YRS.

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: \_\_\_\_\_ Calendar Days After Date of  
Purchase Agreement

X4.2.2 Delivery date of balance of completed units: \_\_\_\_\_ Calendar Days After Date of  
Purchase Agreement

X5.0 AWARD CRITERIA:

X5.1 Prices for unit in quantities of

1-10	_____ 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 proposed unit:

Sterling, LT9500, L9500 series, 2008 YEAR MODEL  
Is descriptive literature, fully describing proposed unit attached to your bid? X YES \_\_\_\_\_ NO  
If not, why? \_\_\_\_\_

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units?  X  YES NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit?   X   YES        NO

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: \_\_\_\_\_ MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ PURCHASE AMOUNT: \_\_\_\_\_

ENGINE: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ FUEL TYPE: \_\_\_\_\_

HORSEPOWER: \_\_\_\_\_ CYLINDER: \_\_\_\_\_ ENGINE SERIAL: \_\_\_\_\_

COOLING SYSTEM CAPACITY: \_\_\_\_\_

BELTS: DESCRIPTION: \_\_\_\_\_ PART NUMBERS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

GVW: \_\_\_\_\_ AXLE CAPACITY: FRONT: \_\_\_\_\_ REAR: \_\_\_\_\_

TIRES: FRONT MAKE & SIZE: \_\_\_\_\_

REAR MAKE & SIZE: \_\_\_\_\_

DIMENSIONS OF UNIT: LENGTH: \_\_\_\_\_ WIDTH: \_\_\_\_\_ LENGTH: \_\_\_\_\_

VENDOR CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

PARTS:

BATTERY MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ CCA: \_\_\_\_\_

TOP OR SIDE POST: \_\_\_\_\_ DIMENSIONS: LENGTH \_\_\_\_\_ WIDTH \_\_\_\_\_ HEIGHT \_\_\_\_\_

SPARK PLUGS OR FUEL INJECTORS MAKE: \_\_\_\_\_ PART # \_\_\_\_\_

FUEL PUMP OR INJECTION PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

ALTERNATOR MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

STARTER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TURBO CHARGER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TRANS. MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ AUTO/MANUAL: \_\_\_\_\_

HYDRAULIC PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
---------	------	----------	-----------	-------------------

OIL	_____	_____	ENGINE	_____
-----	-------	-------	--------	-------

AIR INNER	_____	_____	TRANSMISSION	_____
-----------	-------	-------	--------------	-------

AIR OUTER	_____	_____	POWER STEERING	_____
-----------	-------	-------	----------------	-------

FUEL PRIMARY	_____	_____	HYDRAULIC	_____
--------------	-------	-------	-----------	-------

FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
----------------	-------	-------	---------------	-------

COOLANT	_____	_____	BRAKE FLUID	_____
---------	-------	-------	-------------	-------

HYDRAULIC	_____	_____	COOLANT	_____
-----------	-------	-------	---------	-------

OTHER	_____	_____	OTHER	_____
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X6.3 TRAINING:

Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training   X   YES        NO

Will you conduct training with each purchase order against this open end contract?   X   YES        NO

Will training be conducted within 2 working days from the delivery of the pilot unit on the individual purchase order?   X   YES        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., videos, projectors, required in conducting the training?   X   YES        NO

X6.4.1 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit?   X   YES        NO

If NO, explain \_\_\_\_\_

X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications   X   YES        NO

Is warranty literature attached?   X   YES        NO

NO Is a minimum two (2) basic bumper to bumper warranty included?   X   YES       

Describe; \_\_\_\_\_  
\_\_\_\_\_

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. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

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2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

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3. List locations for parts inventories that are within the State of West Virginia. Also, list availability levels, if known.

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4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

- |    |               |  |
|----|---------------|--|
| A. | Terms: Net 30 | Manufacturer's published list price less: _____ % discount |
| B. | Terms: Net 60 | Manufacturer's published list price less: _____ % discount |
| C. | Terms: Net 90 | Manufacturer's published list price less: _____ % discount |

5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways? \_\_\_\_\_ YES \_\_\_\_\_ NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit.

- |    |   |  |
|----|---|--|
| A. | Shop Rate   | \$ _____ per mechanic hour                               |
| B. | Travel Time Charge<br>(Specify if one-way)              | \$ _____ per mechanic hour<br>_____ ; port to port _____ |
| C. | Mileage Charge<br>(Specify if one-way)                  | \$ _____ per vehicle mile<br>_____ ; port to port _____  |
| D. | Field Mechanic Rate                                     | \$ _____ per mechanic hour                               |
| E. | Specify period of time that prices are in effect: _____ |  |

F. Surcharge for miscellaneous items: \_\_\_\_\_ %

#### X6.6 EVALUATION COMMITTEE REQUIREMENTS

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination?   X   YES        NO

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?  
      X       YES        NO

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?       X       YES        NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?       X       YES        NO

#### 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.

##### TRUCK SPECIFICATIONS:

Is a minimum two (2) year bumper to bumper basic warranty included  
      X       YES        NO

Manufacturer:   Sterling   Model:   LT9500  

X8.0 GVW Plate Rating:   58,000   pounds  
Vendor is to insure that this requirement is met as it takes precedence over all other specifications affecting the GVW rating. Vendor shall contact the Equipment Division if the GVW rating requirements cannot be met with the requirements.

X8.1 Cab to Axle Dimensions:   177 clear   Inches

X8.1.1 Cab to End of Frame:   306   Inches

X8.2 Wheelbase: 260 Inches

X8.3 Frame: Does the frame meet or exceed all Federal requirements for GVWR specified  
X YES        NO

X8.3.1 Section Modulus: 31.0 Rein.

X8.3.2 Yield Strength: 120,000 psi

X8.3.3 Resisting Bending Moment: 3,715,000 In-Lbs.

Are shop drawings attached X YES        NO

X8.4 Engine:

X8.4.1 Type: Diesel X YES        NO HP: 350  
 Manufacturer: MERCEDES Model: MBE 4000

X8.4.2 Heavy duty dual element dry type air cleaner X YES        NO

X8.4.3 Peak Torque: 1350 @ 1100 RPM

X8.4.4 Vertical exhaust system that meets Federal requirements with vertical stack with guard.  
X YES        NO

X8.4.5 Diesel fuel heater in fuel line system. X YES        NO

X8.4.6 1500 Watt engine block heater X YES        NO

X8.5 Transmission:

Manufacturer: EATON Model: RTO-14908LL

X8.5.1 Power take off with SAE 6-bolt opening X YES        NO

X8.6 Clutch: Spicer Model No. SAS-1402 (2) plate clutch 14 inch diameter or equal  
X YES        NO

X8.7 Rear Axle:

X8.7.1 Capacity: 40,000 Lb. Class (Tandem Unit) X YES        NO

X8.7.2 Ratio capable of top speed of 65 MPH X YES        NO  
 Ratio: 4.63

- X8.7.3 Differential lock provided with dashboard located switch and indicator light  
☒ YES ☐ NO
- X8.7.4 Suspension: Hendrickson RT 400 or equal ☒ YES ☐ NO
- X8.8 Front Axle:
- X8.8.1 Capacity: 18,000 Lb. Class I beam type ☒ YES ☐ NO
- X8.8.2 Are front wheel seals oil lubricated - Stemco Type or equal  
☒ YES ☐ NO
- X8.8.3 Heavy duty front shocks provided? ☒ YES ☐ NO
- X8.9 Driveline:  
 Manufacturer and Model: Meritor 18T
- X8.10 Brakes:
- X8.10.1 Compressor: WABCO Specify CFM 15.5
- X8.10.2 Jacob's engine brake or equivalent ☒ YES ☐ NO
- X8.10.3 Front brakes: Manufacturer' standard for 18,000 pound front axle  
☒ YES ☐ NO  
 Make and Model: Meritor 16.5" x 6"
- X8.10.3.1 Full air with "S" cam actuation and 16.5"x6" brakes with automatic  
 slack adjusters ☒ YES ☐ NO
- X8.10.4 Rear Brakes: Full air with "S" cam actuation and auto slack adjusters  
☒ YES ☐ NO  
 Size: 16.5"x7"
- X8.10.4.1 Parking brake spring set, air release with separate air tank and  
 instrument panel control? ☒ YES ☐ NO
- X8.10.4.2 Manufacturer's standard air tanks for service brakes, auxiliary tank  
 for parking brake ☒ YES ☐ NO
- 8.10.4.3 Low air pressure warning light and buzzer, air pressure gauge  
☒ YES ☐ NO
- X8.10.4.4 Brakes meet or exceed current Federal and State requirements  
☒ YES ☐ NO



X8.10.4.5 Air dryer with heater:  
Make and Model: Bendix AD-9

X8.11 Brake dust covers provided on all wheels X YES      NO

X8.12 Electrical system manufacturer's standard 12 volt system? X YES      NO

X8.12.1 Batteries:

Manufacturers heavy duty type X YES      NO Specify CCA 2775

X8.12.2 Alternator Capacity:

AMPS 160 with Internal Regulator X YES       
NO

Manufacturer: DELCO

X8.12.3 Wiring: Heavy duty sheathing hypalon type or equal? X YES      NO

X8.12.4 Lighting: All lights; numbers of, location, and color; conform to ICC and W. Va.  
Motor Vehicle Codes X YES      NO

X8.13 Fuel Tanks:

X8.13.1 Dual steel non-skid step tanks mounted so as to provide maximum ground  
clearance and do not extend behind cab X YES      NO

X8.13.2 Capacity: 50 U.S. gallon each; total 100 U.S. gallons

X8.13.3 DELETED PER ADDENDUM #1

Drain valves one (1) each tank and line fittings mounted in a way to prevent or  
minimize any damage from dragging. X YES      NO

X8.13.4 Filler caps chain or wire tethered to tanks X YES      NO

X8.13.5 Tanks filler neck screen fitted X YES      NO

X8.14 Cooling System:

X8.14.1 Is the cooling system capable of maintaining controlled temperatures  
throughout any speed and load conditions covered by this  
specification during summer and winter operations (utility hauling, as crane  
transport, and during stationary crane operating conditions) at altitudes that vary  
from a low elevation of 250 feet below sea level to a high elevation of 4700 feet

- above sea level.   X   YES        NO
- X8.14.2 Permanent type Dex-Cool or equal coolant to minus forty degrees Fahrenheit (-40°F) provided   X   YES        NO
- X8.14.3 Does the cooling system incorporate a thermostat and coolant bypass system for preoperation warmup?   X   YES        NO
- X8.15 Cab and Accessories:  
Steel (  X  ) and/or fiberglass (      ) equipped with one piece tilt hood and fenders   X   YES        NO
- X8.15.1 At least 40 inches between centerline of front axle and front end grille.   X   YES        NO
- X8.15.2 Two (2) fully adjustable high back, air ride bucket seats, cloth covered with three (3) point safety belts each side   X   YES        NO
- X8.15.3 Dual sun visors   X   YES        NO
- X8.15.4 Heater and defroster fresh air type, heaviest duty offered by manufacturer.   X   YES        NO
- X8.15.5 Dual heated west coast adjustable mirrors   X   YES        NO with stainless steel or aluminum housing and brackets with eight (8) inch convex spot mirror   X   YES        NO
- Manual adjustable left side, power adjustable right side from drivers position   X   YES        NO
- X8.15.6 Windshield wipers heavy duty electric 2-speed with intermittent feature   X   YES        NO
- X8.15.7 Rubber floor mats throughout cab area with nonabsorbent backing under mats   X   YES        NO
- X8.15.8 Outside key locks both doors; inside push-pull locks, both doors   X   YES
- X8.15.9 Dual air horns, cab mounted   X   YES        NO
- X8.15.10 Grab handles on right hand and left hand sides of cab, rear of door opening   X   YES        NO
- X8.15.11 Manufacturers heavy duty self-cancelling turn signals with hazard warning switch   X   YES        NO

X8.15.12	Primary and auxiliary air pressure gauges	<u>  X  </u> YES <u>      </u> NO
X8.15.13	Air filter restriction indicator (dash mounted)	<u>  X  </u> YES <u>      </u> NO
X8.15.14	Engine hour meter (controlled by engine operation not by key switch)	<u>  X  </u> YES <u>      </u> NO
X8.15.15	Manufacturers standard air conditioning package	<u>  X  </u> YES <u>      </u> NO
X8.15.16	AM-FM Radio	<u>  X  </u> YES <u>      </u> NO
X8.15.17	Arm rests on both sides	<u>  X  </u> YES <u>      </u> NO
X8.15.18	Instruments: Are the following included:	
X8.15.18.1	Speedometer with odometer	<u>  X  </u> YES <u>      </u> NO
X8.15.18.2	Tachometer	<u>  X  </u> YES <u>      </u> NO
X8.15.18.3	Voltmeter	<u>  X  </u> YES <u>      </u> NO
X8.15.18.4	Fuel Gauge	<u>  X  </u> YES <u>      </u> NO
X8.15.18.5	Oil Pressure Gauge	<u>  X  </u> YES <u>      </u> NO
X8.15.18.6	Water Temperature Gauge	<u>  X  </u> YES <u>      </u> NO
X8.15.18.7	Air Pressure Gauge	<u>  X  </u> YES <u>      </u> NO
X8.15.18.8	Low Air and Oil Pressure and high water temperature Warning Light in red background and audible Buzzer to inform operator when operating conditions are exceeded	<u>  X  </u> YES <u>      </u> NO
X8.15.19	Two (2) front frame mounted front two hooks	<u>  X  </u> YES <u>      </u> NO
X8.15.20	Rain gutters over each door	<u>  X  </u> YES <u>      </u> NO
X8.15.21	Manufacturer's standard front bumper?	<u>  X  </u> YES <u>      </u> NO
X8.15.22	Tinted safety glass all locations?	<u>  X  </u> YES <u>      </u> NO

X8.15.23 Accessories not indicated above but in manufacturer's standard cab:

Filters for fresh air and filters for recirculated air in cab

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X8.16 Front Wheels and Tires:

X8.16.1 Wheel Size: 9 x 22.5   X   YES        NO

X8.16.2 Wheel Type: Hub piloted steel disc type   X   YES        NO

X8.16.3 Tire Size: 315/80R22.5 20 P.R. Tubeless Type   X   YES        NO

X8.16.4 Tread Design: Highway tread   X   YES        NO

X8.16.5 Rear Wheels and Tires:

X8.16.6 Wheel Size: 8.25 x 22.5   X   YES        NO

X8.16.7 Wheel Type: Hub piloted steel disc type   X   YES        NO

X8.16.8 Tire Size: 11R22.5 16 P.R. Tubeless Type   X   YES        NO

X8.16.9 Tread Design: On/Off Road   X   YES        NO

X8.16.10 Recommended Tires:

Front:

Goodyear 287

Goodyear 291

Michelin XZA1

Michelin XZUS

Bridgestone 843

Rear:

Goodyear G244MSD

Goodyear G288

Michelin XDE M/S

Michelin XDE AT

Bridgestone M711

X8.17 Manufacturers standard power steering for front axle specified

X YES \_\_\_\_ NO

Specify manufacturer: TRW

X8.18 Features considered as standard equipment but not addressed:

Fiberglass Doors that will not RUST

X8.19 Paint: Describe the proposed method of painting and striping

Factory painted White polyurethane enamel , standard factory procedures

Striping by Body Company

Are samples of proposed paint attached to bid? \_\_\_\_ YES X NO upon request

X8.20 Does the unit meet or exceed the "Occupational Safety and Health Act of 1970" and subsequent amendments. X YES \_\_\_\_ NO

X8.21 Does the unit conform to the advertising guidelines? (Describe):

YES  
\_\_\_\_\_  
\_\_\_\_\_

X8.22 Training:

X8.22.1 Will a preventative maintenance and operator's training seminar be provided?  
X YES \_\_\_\_\_ NO

8.22.2 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit?  
X YES \_\_\_\_\_ NO

If NO, explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### X9.0 CRANE SPECIFICATIONS

Reference Requisition No. on request for proposal: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Years Bidder has been registered to do business with the State of West Virginia:  
\_\_\_\_\_ YEARS

Years Company has been an authorized dealer for proposed unit:  
\_\_\_\_\_ YEARS

Manufacturer, model, series, and date of manufacture of proposed unit:

Is descriptive literature, fully describing proposed unit attached to your proposal?

If not, why? \_\_\_\_\_



## *Heritage Equipment, Inc.*

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**322 DRY HILL ROAD  
BECKLEY WV 25801  
PHONE 304 254 7827  
FAX 304 254 9007**

**WV DOH RFQ # 707EC015 EXCEPTION REPORT**

**8.19.4 Paint. Wheels WILL be painted blue  
Fuel Tanks are natural aluminum NOT BLUE  
Steps are silver, NOT BLUE  
Front Bumper is Titanium Metallic ,NOT BLUE  
This is NOT a mandatory spec.**



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

# Request for Quotation

RFQ NUMBER  
707EC015

PAGE  
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON  
304-558-2402

\*111140344 304-254-7827  
HERITAGE EQUIPMENT INC  
322 DRY HILL ROAD

BECKLEY WV 25801

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

DATE PRINTED 12/04/2006		TERMS OF SALE		SHIP VIA		F.O.B.		FREIGHT TERMS	
BID OPENING DATE: 12/20/2006				BID OPENING TIME		01:30PM			
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT			
<p>ADDENDUM NO. 1</p> <p>CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.</p> <p>BID OPENING DATE AND TIME CHANGED</p> <p>FROM: 12-06-06 AT 1:30 P.M.</p> <p>TO: 12-20-06 AT 1:30 P.M.</p> <p>NO OTHER CHANGES.</p>									
0001	1	EA		765-13					
TRUCKED MOUNTED 18 TON CRANE									
***** THIS IS THE END OF RFQ 707EC015 ***** TOTAL:									
SEE REVERSE SIDE FOR TERMS AND CONDITIONS									
SIGNATURE <i>John Johnston</i>				TELEPHONE		DATE			
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE					

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



ADDENDUM #1  
707EC015

OPEN END CONTRACT

TRUCK MOUNTED 18 TON CRANE

CHANGES TO BIDDER'S EVALUATION REPORT:

X4.0 REPRESENTATIVE UNIT FOR TEST (1<sup>st</sup> Sentence)  
No Change Required

X4.0 REPRESENTATIVE UNIT FOR TEST 2<sup>nd</sup> Sentence)  
No Change Required

X4.2 DELIVERY (2<sup>nd</sup> Paragraph – 2<sup>nd</sup> Sentence)  
No Change Required

X4.2 DELIVERY (3<sup>rd</sup> Paragraph)  
No Change Required

FROM:

X8.1 Cab to Axle Dimensions: \_\_\_\_\_ Inches

TO:

X8.1 Cab to Axle Dimension: 177 Inches clear

Unobstructed on the sides and on the top of frame rails to accommodate outriggers, tool boxes, etc. x YES \_\_\_\_\_ NO

FROM:

X8.3 Frame: Does the frame meet or exceed all Federal requirements for GVWR specified x YES \_\_\_\_\_ NO

TO:

X8.3 Does frame have extended front frame rails x YES \_\_\_\_\_ NO Size: 20 inches

Do they accommodate the front mounted stabilizer required for 360° operation x YES \_\_\_\_\_ NO

Does the frame meet or exceed all Federal requirements for GVWR specified x YES \_\_\_\_\_ NO

X8.10.1 No Change Required

Page 2  
ADDENDUM #1  
707EC015

FROM:  
X8.13 Fuel Tanks:

TO:  
X8.13 Fuel Tank(s):

FROM:  
X8.13.1 Dual steel non-skid step tanks mounted so as to provide maximum ground clearance and do not extend behind cab ☐ YES ☐ NO

TO:  
X8.13.1 Are tank(s) mounted so as to provide maximum ground clearance and shall not extend behind cab ☒ YES ☐ NO

Capacity: 100 U.S. gallons      Number of tanks used: 2 X 50

DELETE:  
X8.13.2 Capacity:        US talons each; total        US gallons

DELETE:  
X8.13.3 Equalizer line connecting both tanks ☐ YES ☐ NO  
Drain valves one (1) each tank and line fittings mounted in a way to prevent or minimize any damage from dragging ☐ YES ☐ NO

FROM:  
X8.15 Cab and Accessories:  
Steel ( ☐ ) and/or fiberglass ( ☐ ) equipped with one piece tilt hood and fenders ☐ YES ☐ NO

TO:  
X8.15 Cab and Accessories:  
Manufacturers standard steel ( ☒ ) aluminum ( ☐ ) and/or fiberglass ( ☐ )  
Equipped with one piece tilt hood and fenders ☒ YES ☐ NO  
Is grille stationary mounted to accommodate front stabilizer ☒ YES ☐ NO

Page 3  
 ADDENDUM #1  
 707EC015

FROM:

X8.15.5 Dual heated west coast adjustable mirrors ☒ YES ☐ NO with stainless steel or aluminum housing and brackets with eight (8) inch convex spot mirror ☒ YES ☐ NO  
 Manual adjustable left side, power adjustable right side from drivers position  
☒ YES ☐ NO

TO:

X8.15.5 Mirrors: Dual heated west coast type adjustable ☒ YES ☐ NO  
 With stainless steel (☒) aluminum (☐) or composite (☐) housing and brackets with eight (8) inch approximate convex spot mirror ☒ YES ☐ NO  
 Manual adjustable left side, power adjustable right side from drivers position  
☒ YES ☐ NO

FROM:

X8.15.10 Grab handles on right hand and left hand sides of cab, rear of door opening  
☒ YES ☐ NO

TO:

X8.15.10 Grab handles on right and left hand sides of cab, easily accessible from the ground  
☒ YES ☐ NO

FROM:

X8.15.20 Rain gutters over each door ☒ YES ☐ NO

TO:

X8.15.20 Doors have rain gutters ☒ YES ☐ NO

X8.17 No Change Required

X9.4.4 No Change Required