



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
708EC015

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

***709043957 01 304-292-1307**
L H JONES EQUIP CO
1825 EARL CORE ROAD
MORGANTOWN WV 26505

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/09/2008	NET 30 DAYS	MOTOR FREIGHT	Buckhannon, WV	No Charge

BID OPENING DATE: **07/09/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-59	<i>See Page 19</i>	
<p>ADJUSTABLE ONE-WAY SNOWPLOW</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE ADJUSTABLE ONE - WAY SNOWPLOW. PER THE ATTACHED SPECIFICATIONS.</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 06/25/08. FAILURE TO ATTEND THE PRE- BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>QUESTIONS: MUST BE RECEIVED BY CLOSE OF BUSINESS ON THURSDAY 06/19/08 (5:00 PM EST) NO FURTHER QUESTIONS WILL BE ACCEPTED AFTER THE DATE STATED.</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON ST. E. CHARLESTON, WV. 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, EMAIL, OR REGULAR MAIL EMAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONISIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON</p>						

RECEIVED

2008 AUG -6 A 10:02

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **304 292 1207** DATE **8/5/08**

TITLE *[Signature]* FEIN **55-0551865** ADDRESS CHANGES TO BE NOTED ABOVE

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 may be deemed null and void, and 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.

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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06/09/2008				

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<p>..... 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 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 SERVICE 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</p>						

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<p>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.</p> <p>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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p>						

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	NO. 1	✓				
	NO. 2	✓				
	NO. 3	✓				
	NO. 4	✓				
	NO. 5	✓				
				No. 6. ✓		
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE <i>L.H. Jones Equip. Co.</i> COMPANY DATE</p>						
REV. 11/96						
VENDOR PREFERENCE CERTIFICATE						

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<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><input checked="" type="checkbox"/> 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 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>						

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<p>(X) 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 & 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 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</p>						

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<p>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>BIDDER: <u>LH Jones Equipment Co</u></p> <p>DATE: <u>8/5/08</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>[Signature]</u></p> <p>* 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)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

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BUILDING 15
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF
 THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: 33

RFQ. NO.: 708EC015

BID OPENING DATE: 07/09/2008

BID OPENING TIME: 1:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY
 TO CONTACT YOU REGARDING YOUR BID:
 304 292 6641

CONTACT PERSON (PLEASE PRINT CLEARLY):
 LEONARD HANCOCK JR.

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***** THIS IS THE END OF RFQ 708EC015 ***** TOTAL:						<i>See Page 19</i>

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NOTE: Vendors should type
Bidder's Evaluation
Report

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 020-1-M

OPEN END CONTRACT
ADJUSTABLE ONE-WAY SNOWPLOW

NOTE TO BIDDER: Procurement Specification No. 020-1-M, 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. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 708 EC 015

Bidder's Name: LH JONES EQUIPMENT Co.

Address: 1825 EARL CAMP Rd., Morgantown, WV 26505

Telephone Number: 304 292 1307

Years Bidder has been registered to do business with the State of West Virginia: 31 YRS.

Years Company has been an authorized dealer for proposed unit: 3 YRS.

X3.2 Have you complied with all mandatory specifications? YES NO

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 45 Calendar Days After
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 135 Calendar Days After Receipt of
Purchase Agreement

NOTE: Vendors can complete Bidder's Evaluation Report at Purchasing's Web Site
www.state.wv.us/admin/purchase

X5.0 AWARD CRITERIA;

X5.1 Prices for units:

1-10	<u>5015.00</u> per unit
11-20	<u>5042.00</u> per unit
21-30	<u>5100.00</u> per unit
31-40	<u>5200.00</u> per unit
41-50	<u>5300.00</u> per unit
51 and over	<u>5300.00</u> per unit

X6.0 SPECIFICATIONS - GENERAL

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

VALK, V610-84, V600 Series, 2008-09 production

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

If not, why? Literature depicts standard unit. Bid unit to comply fully to the RFA specifications.

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?

YES NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit?

YES NO

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 WVDOT.

DESCRIPTION: Valk one-way Snow Plow MAKE: Valk

MODEL: V610-84 YEAR: 2008/09 PURCHASE AMOUNT: PENDING

ENGINE: MAKE: N/A MODEL: _____ FUEL TYPE: _____

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____
N/A

GVW: N/A AXLE CAPACITY: FRONT: _____ REAR: _____

TIRES: FRONT MAKE & SIZE: N/A

REAR MAKE & SIZE: N/A

DIMENSIONS OF UNIT: LENGTH: 12'9" WIDTH: _____ ^{Height} LENGTH: 53"

VENDOR CONTACT PERSON: Leonard Hancock Jr PHONE: 304 292 1307

PARTS:

BATTERY MAKE: N/A MODEL: _____ CCA: _____
TOP OR SIDE POST: _____ DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____
SPARK PLUGS OR FUEL INJECTORS MAKE: N/A PART #: _____
FUEL PUMP OR INJECTION PUMP MAKE: N/A MODEL: _____
ALTERNATOR MAKE: N/A PART #: _____
STARTER MAKE: N/A PART #: _____
TURBO CHARGER MAKE: N/A PART #: _____
TRANS. MAKE: N/A MODEL: _____ AUTO/MANUAL: _____
HYDRAULIC PUMP MAKE: N/A MODEL: _____

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	<u>No Filters</u>	_____	ENGINE	<u>No Lubricants Supplied</u>
AIR INNER	_____	_____	TRANSMISSION	_____
AIR OUTER	_____	_____	POWER STEERING	_____
FUEL PRIMARY	_____	_____	HYDRAULIC	<u>AW32</u>
FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
COOLANT	_____	_____	BRAKE FLUID	_____
HYDRAULIC	_____	_____	COOLANT	_____
OTHER	_____	_____	OTHER	_____

X6.3 TRAINING: *See ADDENDUM #2 : TRAINING ~~Does~~ NOT APPLY*

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 directly to Training Academy prior to the delivery of the pilot?
_____ 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) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items included?
 YES _____ NO

Describe:
Valk Mfg. Co. warrants their assemblies supplied to WV DPH for a period of two (2) years against defective materials and workmanship.

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.

(If additional lines are needed, make copies of form.)

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

Valk Ints. Co. warrants their skidsteers supplied to WV DOT for a period of two (2) years against defective materials and workmanship

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.

warranty service to be performed at servicing Dealer: LH Jones Equip. Co. 1825 EARL COPE Rd., Morgantown, WV 26505

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

LH Jones Equipment Co. inventory levels presently unknown
1825 EARL COPE Rd
Morgantown, WV 26505

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: 0 % discount
- B. Terms: Net 60 Manufacturer's published list price less: 0 % discount
- C. Terms: Net 90 Manufacturer's published list price less: 0 % 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 \$ 60 per mechanic hour
- B. Travel Time Charge \$ 60 per mechanic hour
(Specify if one-way) _____; port to port X
- C. Mileage Charge \$ 1.00 per vehicle mile
(Specify if one-way) _____; port to port X
- D. Field Mechanic Rate \$ 60 per mechanic hour
- E. Specify period of time that prices are in effect: warranty period
- F. Surcharge for miscellaneous items: net cost of ~~to~~ additional or air freight

X6.6 EVALUATION COMMITTEE REQUIREMENTS

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination? 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?

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?

YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?

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.

Manufacturer: VALK Model: V610-84

X7.1 Moldboard:

X7.1.1 Overall width:

X7.1.1.1 12 feet 9 inches with cutting edge

X7.1.1.2 10 feet 11 inches with the nose piece section

X7.1.2 Overall height including cutting edge:

X7.1.2.1 33 inches high at the low end

X7.1.2.2 53 inches high at the discharge end (less the snow deflector)

X7.1.3 Moldboard Construction: 10 US Ga. Steel and rolled to give the snow a free rolling action

YES NO

X7.1.4 Plow widths:

0 degrees at 10 feet 11 inches28 degrees at 9 feet 6 inches35 degrees at 8 feet 11 inches42 degrees at 8 feet 2 inches

X7.1.5 Is moldboard braced with six (6) vertical ribs of 1/2 inch x 3 inches YES NO
UNIT HAS seven (7) ribs - exceeds specification

X7.1.6 Does unit have double ribs at three (3) attaching points YES NO
See addendum #2

X7.1.7 Are cast steel moldboard hinges supplied at each pin point allowing for variable pitch of moldboard YES NO
See addendum #2

X7.1.8 Are the two (2) ends reinforced by 1/4 inch end plate at the low end and a 1/2 inch diameter reinforcing band on the discharge end YES NO

X7.1.9 Is unit adequately braced horizontally by two (2) rows of 1/4 inch x 2 inch rib YES NO

X7.1.10 Is bottom member or support formed 3/8 inch gusset angle and boxed for reinforcement YES NO

X7.2 Top channel form is 2 3/4 inches in order to attach an 8 inch (of 10 gauge steel) and spring hinged at three (3) connecting points YES NO

X7.3 A heavy skid shoe 4 inch x 12 inch is attached to the extreme right hand underside at the cutting edge reinforcement to support the outer end of moldboard YES NO

X7.4 Cutting Edge:

X7.4.1 Full length high carbon steel 1/2 inch x 6 inch and has 11/16 inch square holds punched with standard punching YES NO

X7.4.2 Edge is replaceable and fastened by 5/8 inch Grade 5 carriage bolts YES NO

X7.5 Semi-Circle:

X7.5.1 Construction is _____ inch x _____ inch X _____ inch angle with the radius angle terminating behind two (2) of the four (4) hinge points YES NO
See addendum #2

X7.5.2 Reinforcing plates _____ inch welded to the radius and main angle to accommodate housing for the adjustable caster wheels YES NO
See addendum #2

- X7.5.3 Semi-circle has _____ hinge points with outside centers of _____ inches providing _____ plowing angles *see addendum #2*
- X7.5.4 For lifting semi-circle a lift chain assembly of _____ inch angles proof coil chain with cast steel chain black is provided *see addendum #2* _____ YES _____ NO
- X7.6 Trip Spring:
 - X7.6.1 Fully automatic trip device is mounted on the semi-circle assembly with heavy duty trunnion plates having eight (8) 7/8 inch hardened bolts Grade 5 *see addendum #2* _____ YES _____ NO
 - X7.6.2 Trunnion support sockets have alemite grease fittings YES _____ NO
 - X7.6.3 Is trip device adjustable and fully enclosed, and consists of two (2) fully enclosed trip springs *see addendum #2* _____ YES _____ NO
 - X7.6.4 Trip spring is _____ inch diameter contained in an eight (8) inch OD _____ gauge tubular housing *see addendum #2* _____ YES _____ NO
 - X7.6.5 Is trip spring connected to the moldboard by a 7/8 inch diameter bolt, Grade 5 *see addendum #2* _____ YES _____ NO
 - X7.6.6 Are recoil springs provided on the spring rod to cushion the return action of the moldboard YES _____ NO
 - X7.6.7 When encountering a solid object, does the moldboard tilt forward and return automatically to the plowing position YES _____ NO
- X7.7 Push Frame: If used, will it be adaptable to WVDOH's quick hitch system YES _____ NO
- X7.8 Skid Shoes:
 - X7.8.1 Are two (2) heavy duty full swiveling spring loaded adjustable, self locking cater assemblies provided YES _____ NO
 - X7.8.2 Shoes have a surface of 60 square inches *exceeds specification*
 - X7.8.3 Is shoe assembly mounted inside of the semi-circle assembly *see addendum #2* YES _____ NO
- X7.9 Are other features considered as standard equipment but not addressed *included in the unit* YES _____ NO
- X7.10 Does unit comply with Occupational Safety and Health Act of 1970 and subsequent amendments YES _____ NO

X7.11 – X7.11.4 – Paint:

Describe paint and method of painting: As per specification

X7.12 Does unit conform to advertising guidelines

YES NO

X7.13 Is all loose hardware in a separate container for each plow and shipped with each plow

YES NO

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING 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 owed 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: LH Jones Equipment Co.

Authorized Signature:  Date: 8/15/08



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
708EC015

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

VENDOR

*709043957 01 304-292-1307
 L H JONES EQUIP CO
 1825 EARL CORE ROAD
 MORGANTOWN WV 26505

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
07/28/2008	<i>Net 30 days</i>	<i>Motor Freight</i>	<i>Buckhannon, WV</i>	<i>No Charge</i>

BID OPENING DATE: **08/06/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 6		
				TO PROVIDE CORRECTED SCHEMATIC DRAWINGS ORIGINALLY PROVIDED ON ADDENDUM NO. 4		
0001	1	EA		765-59	<i>See Pg 19 on RFQ</i>	
				ADJUSTABLE ONE-WAY SNOWPLOW		
***** THIS IS THE END OF RFQ 708EC015 ***** TOTAL:						<i>See RFQ</i>

RECEIVED
 JUL 30 2008

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE *304 792 1307* DATE *8/5/08*

TITLE *[Signature]* FEIN *55-0551868* ADDRESS CHANGES TO BE NOTED ABOVE

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

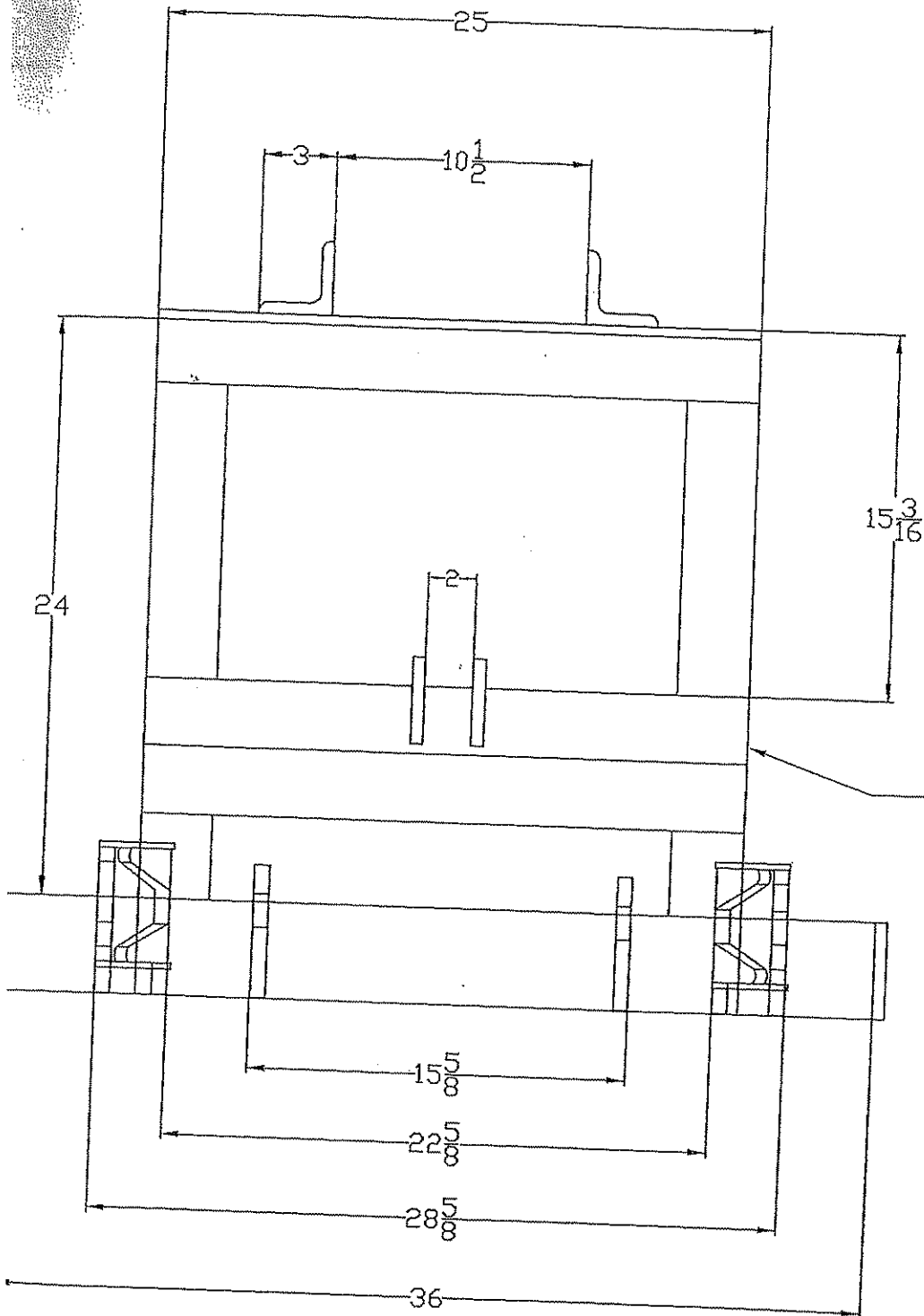
**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

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 may be deemed null and void, and 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.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

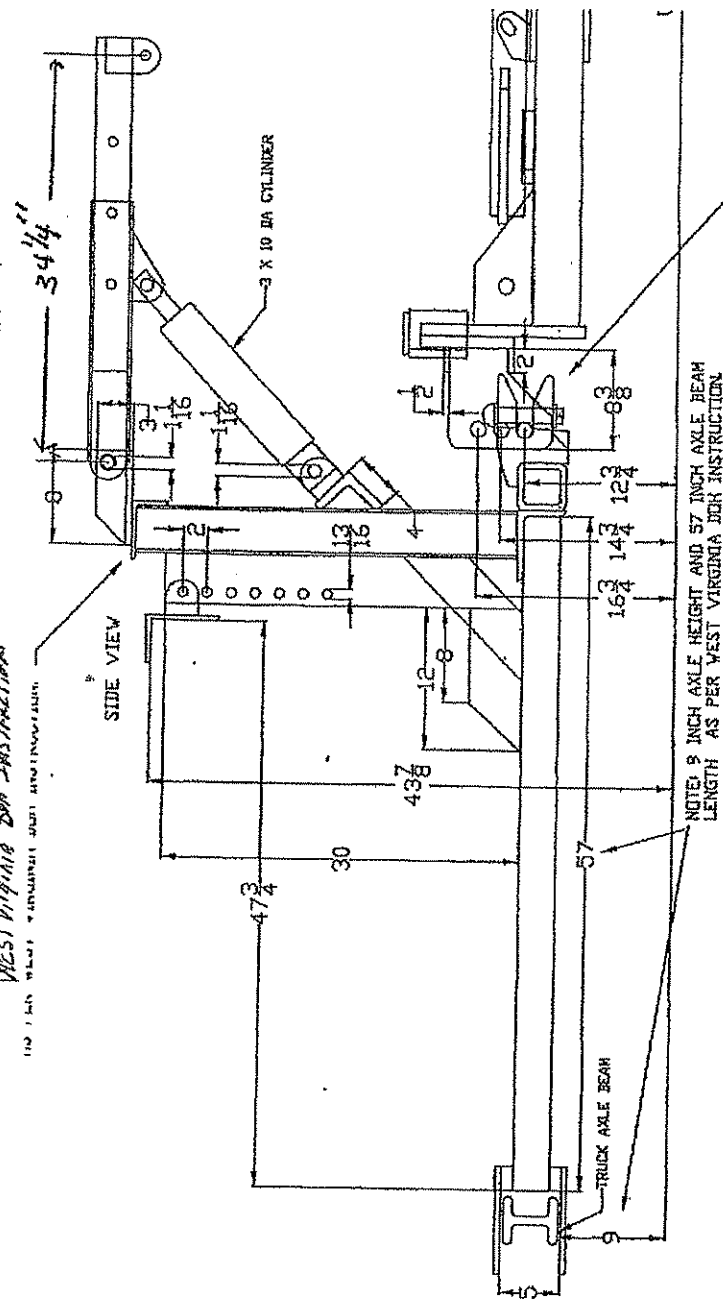
1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

FRONT VIEW



VERTICAL MEMBER
IS MADE OF 3/8 X
3 X 4 BOX BEAM

WEST VIRGINIA DOOR INSTRUCTIONS
DO NOT REMOVE THIS INSTRUCTION



NOTE EXTRA HUBS @ 2" INCH LOWER RIDE, HEIGHT PER WEST VIRGINIA

NOTE 8 INCH AXLE HEIGHT AND 57 INCH AXLE BEAM LENGTH AS PER WEST VIRGINIA DOOR INSTRUCTION

SIDE VIEW



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
 708EC015

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 304-558-2402

*709043957 01 304-292-1307
 L H JONES EQUIP CO
 1825 EARL CORE ROAD
 MORGANTOWN WV 26505

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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	FOB	FREIGHT TERMS
07/25/2008	<i>Net 30 days</i>	<i>Motor Freight</i>	<i>Buckhannon, WV</i>	<i>No Charge</i>
BID OPENING DATE: 08/06/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 5						
BID OPENING DATE AND TIME CHANGED						
FROM: 07/30/08 AT 1:30 P.M.						
TO: 08/06/08 AT 1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		765-59		
ADJUSTABLE ONE-WAY SNOWPLOW						
***** THIS IS THE END OF RFQ 708EC015 ***** TOTAL:						<i>See RFO</i>
RECEIVED JUL 30 2008						

See Pg. 19 on RFO

See RFO

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <i>304 292 1307</i>	DATE <i>8/5/08</i>
TITLE <i>[Signature]</i>	FEIN <i>55-0557865</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
708EC015

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

RODNEY

*709043957 01 304-292-1307
 L H JONES EQUIP CO
 1825 EARL CORE ROAD
 MORGANTOWN WV 26505

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
07/24/2008	<i>Net 30 days</i>	<i>Motor Freight</i>	<i>Buckhannon, Wv</i>	<i>No Charge</i>

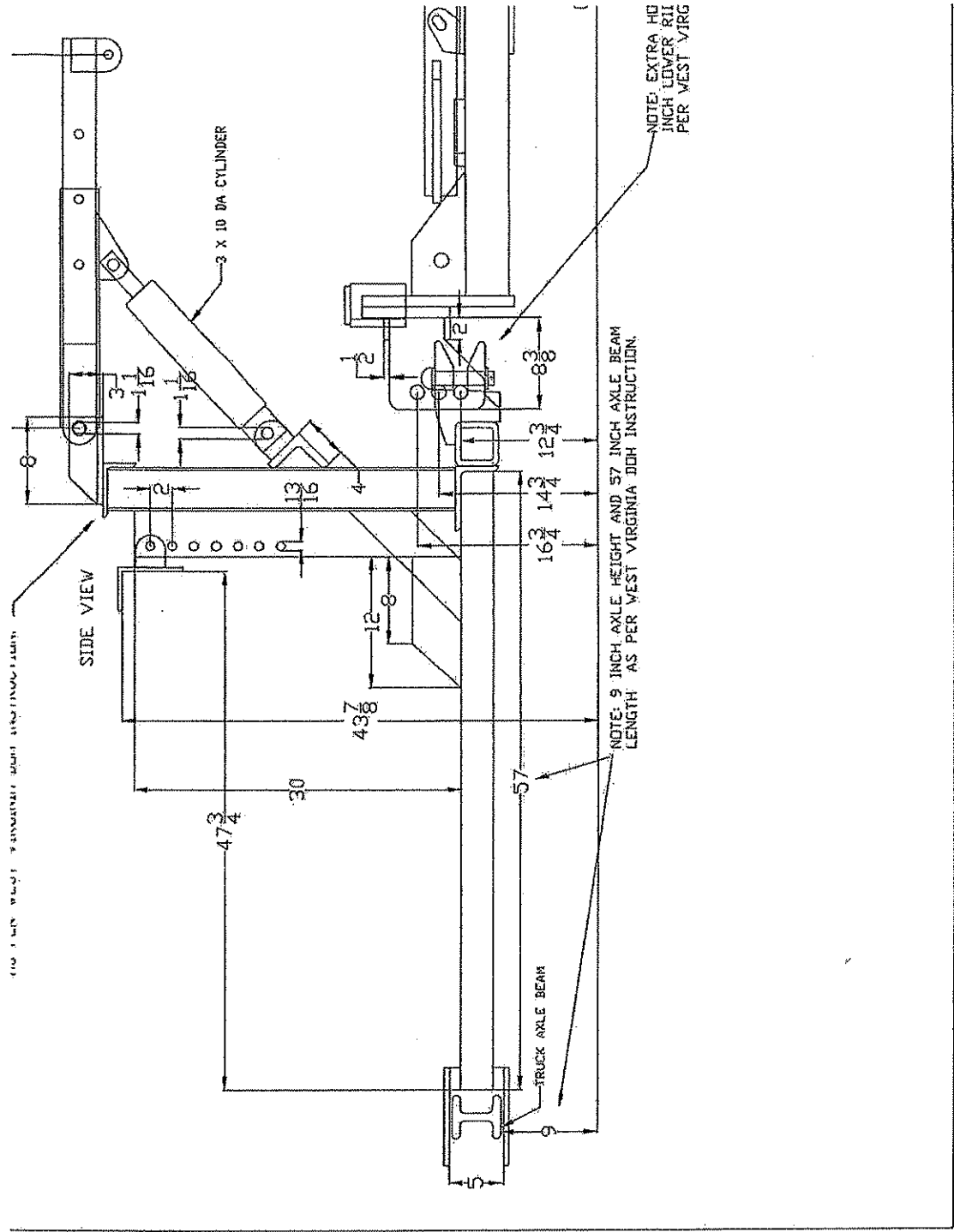
BID OPENING DATE: **07/30/2008** BID OPENING TIME **01:30PM**

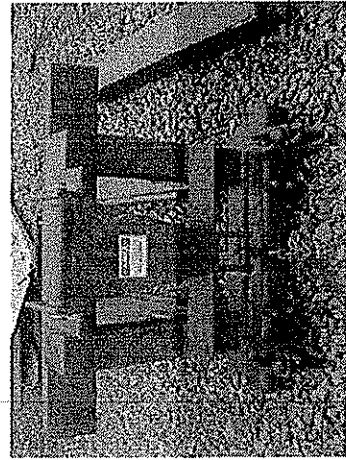
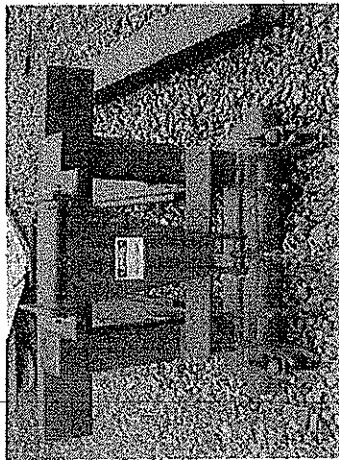
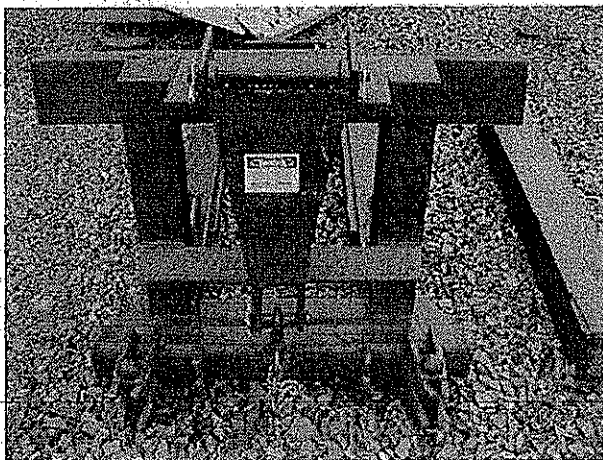
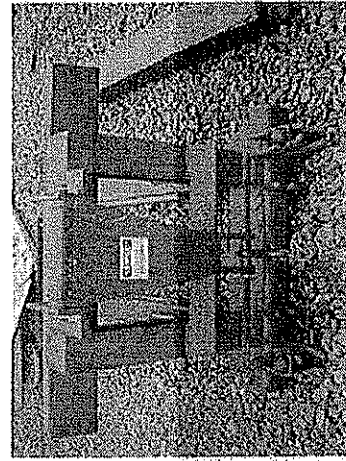
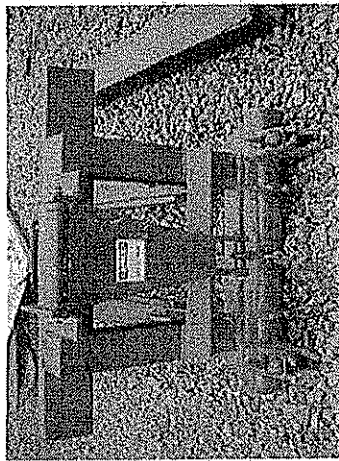
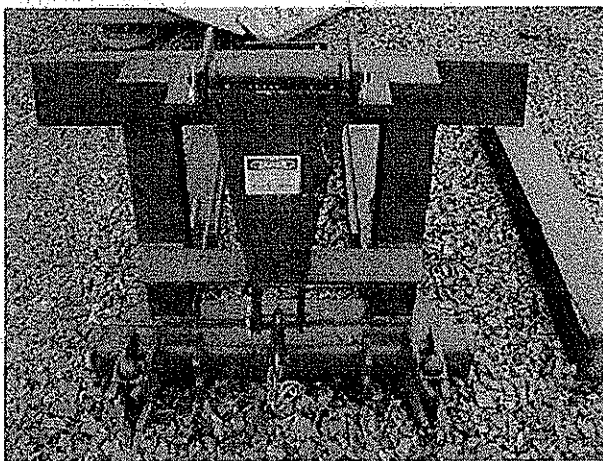
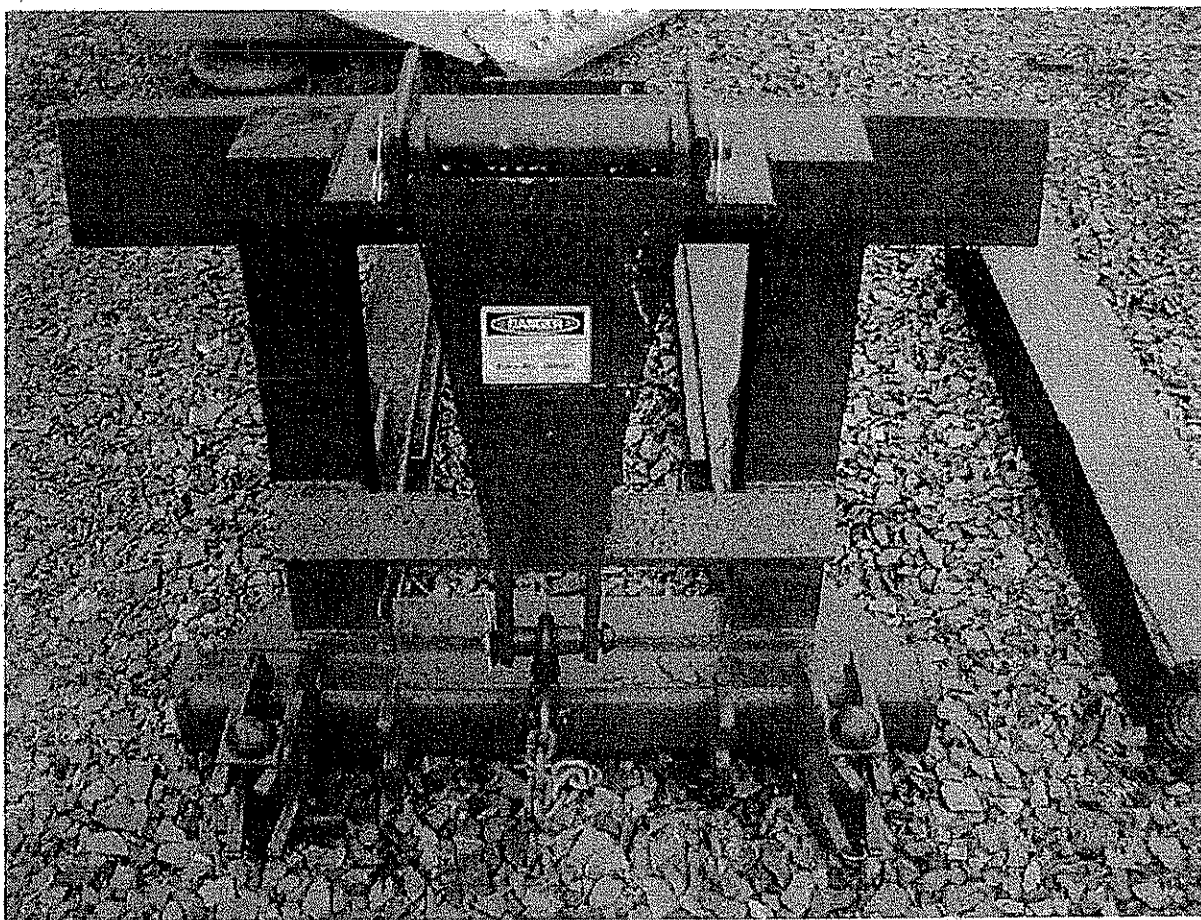
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
ADDENDUM NO. 2, ITEM 7.7 ADD: PICTURES AND SCHEMATIC ATTACHED.						
BID OPENING DATE AND TIME REMAINS 07/30/08 @1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA		765-59		
ADJUSTABLE ONE-WAY SNOWPLOW						
***** THIS IS THE END OF RFQ 708EC015 ***** TOTAL:						<i>See RFD</i>
RECEIVED JUL 28 2008						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <i>304 292 1207</i>	DATE <i>8/5/08</i>
TITLE <i>[Signature]</i>	FEIN <i>55-0551865</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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







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

Request for Quotation

RFO NUMBER:
708EC015

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**MICHAEL AUSTIN
 304-558-2402**

***709043957 01 304-292-1307**
L H JONES EQUIP CO
1825 EARL CORE ROAD

MORGANTOWN WV 26505

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
07/21/2008				

BID OPENING DATE: **07/30/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
BID OPENING DATE AND TIME CHANGED						
FROM: 07/23/08 @1:30 P.M.						
TO: 07/30/08 @1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		765-59		
ADJUSTABLE ONE-WAY SNOWPLOW						
***** THIS IS THE END OF RFQ 708EC015 ***** TOTAL:						<i>See Rfq</i>

See Pg 19 on Rfq

See Rfq

RECEIVED
JUL 23 2008

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 792 1307	DATE 8/5/08
TITLE UP	FEIN 55-057865	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFO NUMBER
 708EC015

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 304-558-2402

*709043957 01 304-292-1307
 L H JONES EQUIP CO
 1825 EARL CORE ROAD
 MORGANTOWN WV 26505

VENDOR

SHIP TO

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

DATE PRINTED 07/14/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 07/23/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAINS 07/23/08 @ 1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA		765-59		
ADJUSTABLE ONE-WAY SNOWPLOW						
***** THIS IS THE END OF RFQ 708EC015 ***** TOTAL:						<i>See RFO</i>

See Pg. 19 in RFO

See RFO

RECEIVED
 JUL 16 2008

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 792 1302	DATE 8/5/08
TITLE <i>up</i>	FEIN 55-0551865	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADJUSTABLE ONE-WAY SNOWPLOW

708EC015
PRE-BID ADDENDUM #2

CHANGES TO SPECIFICATIONS:

DELETE:

6.3 TRAINING – 1ST PARAGRAPH ONLY

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

LEAVE AS WRITTEN:

7.1.1.1 Overall width not less than 12 feet 9 inches with cutting edge

LEAVE AS WRITTEN:

7.1.1.2 Overall width not less than 10 feet with the nose piece section

LEAVE AS WRITTEN:

7.1.4 Plows are as follows:

0 degrees at 10 feet 11 inches

28 degrees at 9 feet 6 inches

35 degrees at 8 feet 11 inches

42 degrees at 8 feet 2 inches

708EC015

FROM:

7.1.6 Unit shall have double ribs at three (3) attaching points

TO:

7.1.6 Unit shall have double ribs at three (3) attaching points. In addition to this, we will accept W. Va. Tractor's Root TRP 11.07 design as in the format of the specifications call for Root TRP 11.07 design or equal.

FROM:

7.1.7 Cast steel moldboard hinges shall be supplied at each pin point allowing for variable pitch of moldboard

TO:

7.1.7 Cast steel moldboard hinges shall be supplied at each pin point allowing for variable pitch of moldboard. In addition to this, we will accept L.H. Jones and Middletown Tractor fabricated hinges.

FROM:

7.5.1 Construction to be minimum 1/2 inch x 3 1/2 inch x 3 1/2 inch angle with the radius angle terminating behind two (2) of the four (4) hinge points

TO:

7.5.1 Construction to be minimum 1/2 inch x 3 1/2 inch x 3 1/2 inch angle with the radius angle terminating behind two (2) of the four (4) hinge points. In addition to this, we will accept W. Va. Tractors 4 inch square tube in lieu of 3 1/2 inch angle.

FROM:

7.5.2 Minimum 3/4 inch reinforcing plates to be welded to the radius and main angle to accommodate housing for the adjustable caster wheels

TO:

7.5.2 Minimum 3/4 inch reinforcing plates to be welded to the radius and main angle to accommodate housing for the adjustable skid shoe

708EC015

FROM:

7.5.3 Semi-circle to have four (4) hinge points with outside centers of 84 inches providing four (4) plowing angles

TO:

7.5.3 Semi-circle to have four (4) hinge points with outside centers of 84 inches for the adjustable one-way snowplow providing four (4) plowing angles (Refer Section 7.1.4)

FROM:

7.5.4 For lifting semi-circle a lift chain assembly of minimum 3/8 inch angles proof coil chain with cast steel chain block shall be provided

TO:

7.5.4 For lifting semi-circle, a lift chain assembly of minimum 3/8 inch angles proof coil chain with cast steel chain block shall be provided

FROM:

7.6.1 Fully automatic trip device shall be mounted on the semi-circle assembly with heavy duty trunnion plates, having eight (8) 7/8 inch hardened bolts Grade 5

TO:

7.6.1 Fully automatic trip device shall be mounted on the semi-circle assembly with heavy duty trunnion plates, having eight (8) 7/8 inch hardened bolts Grade 5

FROM:

7.6.3 Trip device shall be adjustable and fully enclosed, and consist of two (2) fully enclosed trip springs

TO:

7.6.3 Trip device shall be adjustable and fully enclosed, and consist of two (2) fully enclosed trip springs. In addition to this, L.H. Jones dual heavy duty compression is acceptable.

708EC015

FROM:

7.6.4 Trip spring will be minimum 7/8 inch diameter contained in an eight (8) inch OD minimum 10 gauge tubular housing

TO:

7.6.4 Trip spring will be minimum 7/8 inch diameter contained in an eight (8) inch OD minimum 10 gauge tubular housing. In addition to this, L.H. Jones dual heavy duty compression is acceptable.

FROM:

7.6.5 Trip spring shall be connected to the moldboard by a 7/8 inch diameter bolt, Grade 5

TO:

7.6.5 Trip spring shall be connected to the moldboard by a 7/8 inch diameter bolt, Grade 5 (L.H. Jones dual heavy duty compression is acceptable)

FROM:

7.7 Push Frame: None required, but shall be adaptable to WVDOH's quick hitch system

TO:

7.7 Push Frame: None required, but shall be adaptable to WVDOH's quick hitch system (See attached pictures and schematic)

FROM:

7.8.3 Shoe assembly shall be mounted inside of the semi-circle assembly

TO:

7.8.3 Skid shoe assembly shall be mounted inside or outside of the semi-circle assembly

LEAVE AS WRITTEN:

7.11.1 The entire unit to be sandblasted and thoroughly cleaned, free of rust, grease, and scale

708EC015

FROM:

7.11.3 The front of the plow to be given one (1) undercoat and one(1) finish coat of Federal Yellow (No. 93-6578 DuPont Deluxe equipment enamel or equal quality paint of other manufacturer

TO:

7.11.3 The front of the plow to be given one (1) undercoat and one (1) finish coat of Federal Yellow (No. 93-6578 DuPont Deluxe equipment enamel or equal quality paint of other manufacturer (Powder Coat is acceptable)

ADJUSTABLE ONE-WAY SNOWPLOW

708EC015
PRE-BID ADDENDUM #2

BID OPENING DATE: No Change Required

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

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 directly to Training Academy prior to the delivery of the pilot? _____ YES _____ NO

TO:

X6.3 TRAINING

Will an Operator's Manual be furnished directly to Training Academy prior to the delivery of the pilot? YES _____ NO

LEAVE AS WRITTEN:

X7.1.1.1 Overall width: 12 feet 9 inches with cutting edge

LEAVE AS WRITTEN:

X7.1.1.2 Overall width: 10 feet 11 inches with the nose piece section

708EC015

LEAVE AS WRITTEN:

X7.1.4 Plow widths:

0 degrees at 10 feet 11 inches

28 degrees at 9 feet 6 inches

35 degrees at 8 feet 11 inches

42 degrees at 8 feet 2 inches

FROM:

X7.1.6 Does unit have double ribs at three (3) attaching points JA YES ___ NO

TO:

X7.1.6 Does unit have double ribs at three (3) attaching points YES ___ NO OR

Is it of the design as in the format of the specifications call for Root TRP11.07 design or equal JA YES NO

First section meets specifications requirement.

FROM:

X7.1.7 Are cast steel moldboard hinges supplied at each pin point allowing for variable pitch of moldboard ___ YES ___ NO

TO:

X7.1.7 Are cast steel moldboard hinges supplied at each pin point allowing for variable pitch of moldboard ___ YES NO OR

Are they L.H. Jones or Middletown Tractor fabricated hinges YES ___ NO

708EC015

FROM:

X7.5.1 Construction is _____ inch x _____ inch x _____ inch angle with the radius angle terminating behind two (2) of the four (4) hinge points _____ YES _____ NO

TO:

X7.5.1 Construction is 1/2 inch x 3 1/2 inch x 3 1/2 inch angle with the radius angle terminating behind two (2) of the four (4) hinge points YES _____ NO OR

Is it W. Va. Tractor's 4 inch square tube in lieu of 3 1/2 inch angle
 _____ YES NO

FROM:

X7.5.2 Reinforcing plates _____ inch welded to the radius and main angle to accommodate housing for the adjustable caster wheels _____ YES _____ NO

TO:

X7.5.2 Reinforcing plates 3/4 inch welded to the radius and main angle to accommodate housing for the adjustable skid shoe YES _____ NO

FROM:

X7.5.3 Semi-circle has _____ hinge points with outside centers of _____ inches providing _____ plowing angles

TO:

X7.5.3 Semi-circle has 4 hinge points with outside centers of 84 inches for the adjustable one-way snowplow providing 4 plowing angles YES _____ NO

FROM:

X7.5.4 For lifting semi-circle a lift chain assembly of _____ inch angles proof coil chain with cast steel chain block is provided _____ YES _____ NO

TO:

X7.5.4 For lifting semi-circle, a lift chain assembly of 3/8 inch angles proof coil chain with cast steel chain block is provided YES _____ NO

708EC015

FROM:

X7.6.1 Fully automatic trip device is mounted on the semi-circle assembly with heavy duty trunnion plates having eight (8) 7/8 inch hardened bolts Grade 5

_____ YES _____ NO

TO:

X7.6.1 Fully automatic trip device is mounted on the semi-circle assembly with heavy duty trunnion plates, having eight (8) 7/8 inch hardened bolts Grade 5

YES _____ NO

FROM:

X7.6.3 Is trip device adjustable and fully enclosed, and consists of two (2) fully enclosed trip springs

_____ YES _____ NO

TO:

X7.6.3 Is trip device adjustable and fully enclosed, and consists of two (2) fully enclosed trip springs

YES _____ NO OR

Is it L.H. Jones dual heavy duty compressions

_____ YES NO

FROM:

X7.6.4 Trip spring is _____ inch diameter contained in an eight (8) inch OD _____ gauge tubular housing

_____ YES _____ NO

TO:

X7.6.4 Trip spring is 7/8 inch diameter contained in an eight (8) inch OD 10 gauge tubular housing

YES _____ NO OR

Is it L.H. Jones dual heavy duty compression

_____ YES NO

FROM:

X7.6.5 Is trip spring connected to the moldboard by a 7/8 inch diameter bolt, Grade 5

_____ YES _____ NO

TO:

X7.6.5 Is trip spring connected to the moldboard by a 7/8 inch diameter bolt, Grade 5

YES _____ NO OR

Is it L.H. Jones dual heavy duty compression

_____ YES NO

708EC015

NO CHANGE REQUIRED:

X7.7 Push Frame: If used, will it be adaptable to WVDOH's quick hitch system
 YES NO

FROM:

X7.8.3 Is shoe assembly mounted inside of the semi-circle assembly YES NO

TO:

X7.8.3 Is skid shoe assembly mounted inside or outside of the semi-circle assembly
 YES NO

NO CHANGE REQUIRED

X7.11 - X7.11.4 Paint:

Describe paint and method of painting: As per Specification



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
 708EC015

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 304-558-2402

*709043957 01 304-292-1307

L H JONES EQUIP CO
 1825 EARL CORE ROAD

MORGANTOWN WV 26505

V
E
N
D
O
R

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

S
H
I
P
T
O

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/03/2008				
BID OPENING DATE: 07/23/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 07/09/08 AT 1:30 P.M.		
				TO: 07/23/08 AT 1:30 P.M.		
				NO OTHER CHANGES		
0001	1	EA		765-59		
				ADJUSTABLE ONE-WAY SNOWPLOW		
***** THIS IS THE END OF RFQ 708EC015 ***** TOTAL:						

See Pg 14 on RFQ

See RFQ

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304 292 1207 DATE: 8/5/08

TITLE: *[Signature]* FEIN: 55-0557868 ADDRESS CHANGES TO BE NOTED ABOVE

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 may be deemed null and void, and 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.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130

SIGN IN SHEET

Request for Quotation Number: 66/25/2008

Date: 708 E.C.O. 15

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	AMERICAN ROAD MACHINERY
Firm Address:	401 BRIDGE ST. MANSWA, OHIO 44657
Representative Attending:	NICK BALLAS / MARY JABONWISIE
Phone Number:	330-868-7784
Fax Number:	330-868-3386
Email Address:	N.BALLAS@AMROADMACH.COM

Firm Name:	WEST VIRGINIA TRACTOR
Firm Address:	P.O. BOX 473 CHARLESTON, WV 25322
Representative Attending:	GARY GRADY
Phone Number:	346-5301
Fax Number:	346-5305
Email Address:	

Firm Name:	MIDDLETON TRACTOR
Firm Address:	2375 Whitehall Blvd. FARMINGTON, WV. 26554
Representative Attending:	Philip A. Carrices
Phone Number:	304-866-4690 (EX 42)
Fax Number:	304-866-4698
Email Address:	PHIL@MIDDLETONTRACTOR.COM

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	L.H. Jones Equipment Co
Firm Address:	1425 Earl Kider Rd Rt 7 Morgantown, WV. 26505
Representative Attending:	Jim Shugartan
Phone Number:	304-292-1307
Fax Number:	304-292-6691
Email Address:	Jim@lhtjones.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

SIGN IN SHEET

Request for Quotation Number:

06/26/2008

Date:

708EC015

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	WVDOH
Firm Address:	Brackburn
Representative Attending:	Karen Cochran
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	WVDOH
Firm Address:	Brackburn
Representative Attending:	Don Weese
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	Angie Moorman
Firm Address:	WVDOH
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

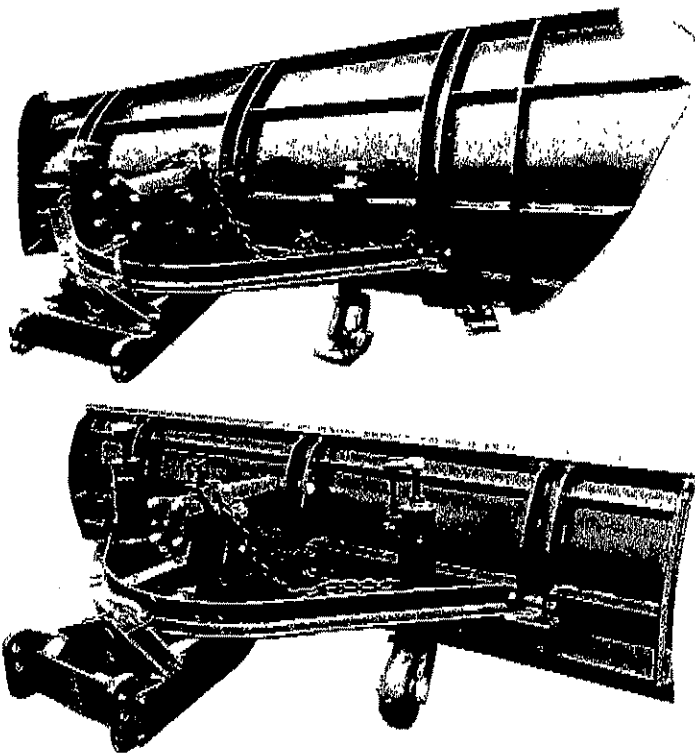
Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

VALK Heavy Duty Snowplows

Valk RVS and V600 series snowplows are designed for heavy duty plowing or extreme plowing conditions. Recommended for trucks of 5 to 10 ton capacity.

V600 SERIES ONE WAY PLOW SPECIFICATIONS

Plow Model No.	Over All Width	Height of Nose End	Height of Discharge End	Hinge Point Centers	Number of Vertical Ribs	Number of Horizontal Ribs	Enclosed Trip Cylinder Springs	Thickness of Moldboard	Cutting Edge Size	Approx Weight of Plow Lbs.	Cutting Width at		Recommended Truck Size
											35°	42°	
V610-84	12'6"	34"	58"	84"	8	2	2	10 GA.	1/2" x 6"	2190	8'8"	7'10"	5 to 10 Ton
V611-84	13'6"	34"	56"	84"	8	2	2	10 GA.	1/2" x 6"	2375	9'2"	8'4"	5 to 10 Ton



- Moldboard is sturdily constructed with horizontal ribs and two vertical ribs at each hookup point.
- Heavy duty semicircles and pushframes are equipped with swivel bars to allow plow to follow road contours.
- Heavy duty backup plate and angle construction provides added strength to the moldboard. Top channel is formed as an integral part of the moldboard.
- Heavy duty enclosed trip spring assembly permits moldboard to trip forward when plow strikes an obstruction and automatically returns plow to normal plowing position.
- Plow is adjustable for different plowing angles and cutting widths. Moldboard pitch is also adjustable.
- Built in snow shield available.

RVS SERIES REVERSIBLE PLOW SPECIFICATIONS

Plow Model No.	Over All Width	Height	Hinge Point Centers	Number of Vertical Ribs	Number of Horizontal Ribs	Enclosed Trip Cylinder Springs	Thickness of Moldboard	Cutting Edge Size	Approx Weight of Plow Lbs.	Cutting Width at			Recommended Truck Size
										0°	35°	42°	
RVS930	9'	30"	84"	8	2	2	10 GA.	1/2" x 6"	1575	9'	7'5"	6'10"	3 to 5 Ton
RVS936	9'	36"	84"	8	2	2	10 GA.	1/2" x 6"	1635	9'	7'8"	6'10"	3 to 5 Ton
RVS1030	10'	30"	84"	8	2	2	10 GA.	1/2" x 6"	1700	10'	8'2"	7'6"	5 to 10 Ton
RVS1036	10'	36"	84"	8	2	2	10 GA.	1/2" x 6"	1758	10'	8'2"	7'6"	5 to 10 Ton
RVS1042	10'	42"	84"	8	2	2	10 GA.	1/2" x 6"	1815	10'	8'2"	7'6"	5 to 10 Ton
RVS1130	11'	30"	84"	8	2	2	10 GA.	1/2" x 6"	1825	11'	9'	8'2"	5 to 10 Ton
RVS1136	11'	36"	84"	8	2	2	10 GA.	1/2" x 6"	1883	11'	9'	8'2"	5 to 10 Ton
RVS1142	11'	42"	84"	8	2	2	10 GA.	1/2" x 6"	1990	11'	9'	8'2"	5 to 10 Ton



1825 Earl Core Road
Morgantown, WV 26505
Local Phone: 304-292-1307
Toll Free: 888-292-1305
Fax: 304-292-6641
www.lhjones.com

August 5, 2008

Mr. Michael Austin
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

Dear Mr. Austin:

This letter, included as part of L.H. Jones Equipment Company's response to RFQ# 708EC015 serves to address additional issues as well as indicate LH Jones Equipment Company's full compliance to the specification.

L.H. Jones Equipment Company hereby requests a Price Adjustment Provision, if it is allowed by the RFQ, so that the prices of the units may be adjusted for movements in prices of materials, costs, etc.... If a price adjustment provision is not allowed LH Jones will comply with that requirement.

While it is not specifically mentioned in this bid package, L.H. Jones Equipment Company hereby declines to extend bid prices, terms, and conditions of the bid to county, school, municipal and other local government bodies, where allowed by law. Unfortunately, the low volume purchases typically made by such agencies do not allow the manufacturer to recoup their costs associated with such purchases.

In addition, the unit with which LH Jones Equipment Company is responding to the specification complies fully to every specification. Any indication contrary to full compliance to the specification on any of the bid documents is a mistake and must be disregarded.

Also, as justification for the pricing on page 19 of the RFQ package, the economies of scale do not always offset the increased costs of production of additional quantities such as fuel, procurement of additional labor, etc.... In addition, producing higher quantities of low margin bid units, takes away from production of higher margin units. The more low margin units produced, the greater the loss on other units. This is especially true for seasonal products which are not always ordered at the most ideal times.

If you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Regards,

A handwritten signature in black ink, appearing to read 'LH Hancock Jr.', is written over a light blue horizontal line.

Leonard "Len" Hancock Jr.
Vice President

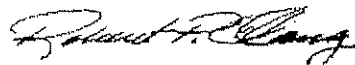
P.O. BOX 428
NEW KINGSTOWN, PA. 17072-0428

VALK MANUFACTURING COMPANY

SNOW PLOW WARRANTY

VALK MANUFACTURING COMPANY WARRANTS THAT EACH SNOW PLOW DELIVERED WILL BE WARRANTED FROM DEFECTS IN MATERIAL OR WORKMANSHIP FOR A PERIOD OF TWO YEARS

VALK MANUFACTURING COMPANY



ROBERT P. LANG
VICE PRESIDENT
SNOW PLOW DIVISION