



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
7010EC12

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 33
304-558-2402

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/22/2010	Net 30 Days	Truck	Buckhannon	Prepaid
BID OPENING DATE: 09/02/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		060-06		
<p>TO PROVIDE 4 TON TANDEM AXLE TRAILER AS DESCRIBED IN CROSS COUNTRY 4HD12</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO ENTER AN OPEN-END CONTRACT TO PROVIDE 4-TON TANDEM AXLE TRAILERS TO THE DIVISION'S EQUIPMENT DIVISION IN BUCKHANNON, WV, PER THE ATTACHED SPECIFICATION 250-1-F.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 08/12/2010 @10:00A AT EQUIPMENT HEADQUARTERS RT 33 BRUSHY FORK ROAD, BUCKHANNON, WV, 26201.</p> <p>INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY</p>						

RECEIVED
 2010 SEP -1 P 2:14
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Gary W. Brady* TELEPHONE: 346-5301 DATE: 8/17/2010

TITLE: President FEIN: 550621655 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM, EST) ON THURSDAY, 08/05/10</p> <p>SEND QUESTIONS TO: PURCHASING DIVISION ATTN: CHUCK BOWMAN 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: CHARLES.A.BOWMANJR@WV.GOV FAX: 304.558.4115</p> <p>IT IS THE VENDOR'S RESPONSIBILITY TO VERIFY THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304.558.2157.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS</p>						

SIGNATURE			TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE			

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<p>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 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</p>						

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SHIP TO

DIVISION OF HIGHWAYS
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<p>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 10</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 NOS.:</p> <p>NO. 1</p> <p>NO. 2</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE 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><i>Gary W. Inady</i> SIGNATURE West Virginia Tractor Company COMPANY 8/17/2010 DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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<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>REQ. NO.: 7010EC12</p> <p>BID OPENING DATE: 09/02/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 346-5305</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Gary Grady</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ 7010EC12 ***** TOTAL: _____</p>						

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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. 250-1-F

4 TON TANDEM AXLE TRAILER

NOTE TO BIDDER: Procurement Specification No. 250-1-F, 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.: 7010EC12

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: 28 YRS.

Years Company has been an authorized dealer for proposed unit: -1 YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 30 Calendar Days After
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 60-120 Calendar Days After Receipt of
Depending on the number ordered and when ordered Purchase Agreement

The *Bidder's Evaluation Reports* are ready for download on Purchasing's Web site at
www.state.wv.us/admin/purchase

NOTE: Vendors should type Bidders Evaluation Report

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: _____ 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 _____
AIR INNER _____
AIR OUTER _____
FUEL PRIMARY _____
FUEL SECONDARY _____
COOLANT _____
HYDRAULIC _____
OTHER _____

ENGINE _____
TRANSMISSION _____
POWER STEERING _____
HYDRAULIC _____
DIFFERENTIALS _____
BRAKE FLUID _____
COOLANT _____
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 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:
_____two years bumper to bumper parts and labor_____

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)

Standard one year warranty to be extended to two years bumper to bumper

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 to be performed at West Virginia Tractor in Charleston

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

Cross Country parts to be provided by West Virginia Tractor Company in Charleston, WV

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 | \$ <u>75.00</u> per mechanic hour |
| B. | Travel Time Charge
(Specify if one-way) | \$ <u>75.00</u> per mechanic hour
_____ ; port to port <input checked="" type="checkbox"/> |
| C. | Mileage Charge
(Specify if one-way) | \$ <u>2.00</u> per vehicle mile
_____ ; port to port <input checked="" type="checkbox"/> |
| D. | Field Mechanic Rate | \$ _____ per mechanic hour |
| E. | Specify period of time that prices are in effect: <u>During warranty period</u> | |
| F. | Surcharge for miscellaneous items: Holidays and overtime 150% | |

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: Cross Country _____ Model: 4HD12 _____

X7.1 Load capacity 8,000 pounds

X7.2 Overall dimension 96" wide 18'6' length

X7.3 Platform:

X7.3.1 Does unit offered provide specified low loading height for use with steel wheel rollers?
 YES NO

X7.3.2 Platform length 12 feet

X7.3.3 Platform width between wheels 77 inches

X7.3.4 Platform height from ground level 18 inches

- X7.3.5 Is deck constructed of oak hardwood? (green lumber NOT acceptable) YES NO**
Specify thickness of hardwood 2 inches
- X7.3.6 Is flooring secured to frame members by means of floor clips/counter sunk bolts? YES NO
- X7.3.7 Does unit have 4 stake pockets per side evenly spaced? YES NO
- X7.3.8 Does unit have 2 loading ramps bordered w/2"x2"x1/4" steel angle covered w/2" oak boards?
If not specify _____ YES NO
- X7.3.9 Is each ramp designed for lateral adjustment from side to middle of deck at rear? YES NO
- X7.3.10 Does each ramp include a spring assist lift/chain type stow device? YES NO
- X7.4 Frame:
- X7.4.1 Is main frame constructed of 6"x4"x3/8" steel angle with 3" channel crossmembers or an approved equal?
If not specify _____ YES NO
- X7.4.2 Is tongue A-frame, tag type with 5 position 2 5/8" ID pintle eye hitch? YES NO
- X7.4.3 Does unit have manufacturers safety chains of adequate size/strength for trailer capacity specified? YES NO
Describe: 5/16" hi-test with forged clevis hooks
- X7.4.4 Front Jack capacity 10,000 Pounds
- X7.4.5 Does unit have manufacturers fenders mounted over tandem axles/of adequate strength to support weight of operator? YES NO
- X7.4.6 Does unit have lockable tool box for storage built into A-frame area/water sealed? YES NO
- X7.5 Suspension:
- X7.5.1 Is suspension tandem axle? YES NO
Specify capacity each 6000
- X7.5.2 Are wheels/tires manufacturers standard for trailer capacity? YES NO
- X7.5.3 Specify GVWR 11684

X7.6 Brakes:

X7.6.1 Are brake electric type with emergency breakaway switch kit? YES NO

X7.7 Electrical:

X7.7.1 Does unit have ICC reflectors: YES NO

X7.7.2 Are lights LED type? YES NO

X7.7.3 Is unit provided with lighted license plate bracket? YES NO

X7.7.4 Does unit have 7-way electric male plug Cole Hersee Part #12081 or approved equal? YES NO

X7.7.5 Is electrical system a complete 12 volt system manufacturers heavy duty? YES NO

X7.7.6 Does unit have red/white conspicuity striping to comply w/HHTSA? YES NO

X7.7.7 Is all wiring incased in wire looms or conduit/adequately secured to trailer under structure? YES NO

X7.8. Are all features that are considered to be Mfg standard equipment that are not specifically addressed provided? YES NO

X7.9 Will unit be delivered to WVDOH with all manufacturers recommended safety related decals/safety features intact? YES NO

X7.10 Paint:

X7.10.1 Will trailer be painted manufacturers standard color for model specified? YES NO

X7.10.2 Describe proposed method of painting: Frame is degreased, sanded, primed and painted blue

X7.10.3 Areas not normally painted by manufacturers are not painted blue on unit? YES NO

X7.10.4 Are samples of paint attached to bid? YES NO

X7.10.5 Will Bidder comply for testing as specified in spec 7.10.5 if required? YES NO

X7.11 Does unit meet OSHA requirements? YES NO

X7.12 Does unit meet advertising requirements?

YES **NO**

X7.13 Preventive Maintenance/Operators Orientation/Training

X7.13.1 Manufacturers or Dealer shall provide a one (1) preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon? **YES** **NO**

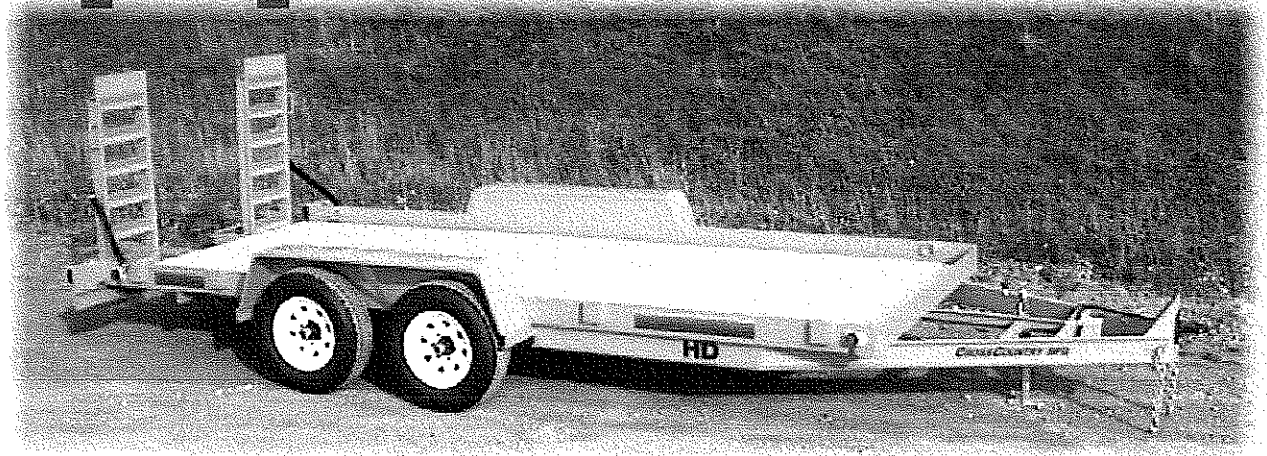
Will all training aids; i.e. videos, projectors, etc. be provided? **YES** **NO**

WEST VIRGINIA TRACTOR COMPANY

7010EC12 Exceptions to Specifications

- 7.5.3 The G.V.W.R. is 11,684 lbs. instead of 12,000 lbs. as specified.

Equipment Trailers

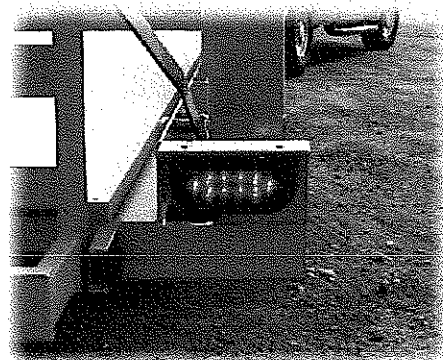


Model #4HD16

**2" Treated Plank Deck and Shock
Resistant Lights are standard.
Wrapped Tongue style with Height
adjustable Hitch and 7000# Jack.**



Toolbox Option



L.E.D. Lights Option

CROSS COUNTRY MFG., INC

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Standard Units

<u>Model #</u>	<u>G.V.W.R.</u>
3HD16	8050 lbs.
4HD16	9996 lbs.
5HD16	11684 lbs.
6HD16	13800 lbs.
7HD16	16100 lbs.

Standard Features

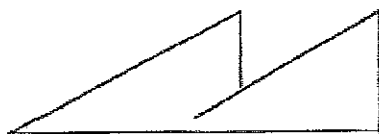
102" Wide Out to Out
Electric Brakes, Both Axles
Re-Charging Break-a-way Kit
7000 lb. Tongue Jack
Low Bed Height, 17" Loaded
Height Adjustable Hitch
Equipment Style Ramps
Standard Bed Length is 16 ft.
2" Treated Plank
Bolt on White Spoke Wheels
Slipper Spring Suspension
Can be ordered up to 20' long
Shock Resistant Lights
Wrapped Tongue

Available Options

Hydraulic Surge Brakes
Heavy Duty Jack - 10,000 lbs.
Extra Deck Length
Landscape Ramp
Landscape Rail
Gooseneck Hitch
Spare Tire
Oak Deck (standard on 7HD)
Additional Tie Downs
Wood Filled Ramp
Locking Poly Toolbox
D-Rings
L.E.D. Lights
Radial Tires
Pallet Fork Holders

Available Colors: Black, Red, Ford Tractor Blue, John Deere Green,
Kubota Orange, Cat Yellow, Safety Yellow, Slate Metallic.

Design, specifications and pricing subject to change without notice.



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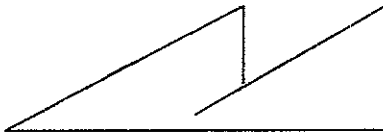
PHONE: (607) 656-4103 FAX: (607) 656-7188

QUALITY TRAILER BUILDERS

SPECIFICATION SHEET

Model #4HD12

GVWR	11684 pounds
Load Capacity	8000 pounds
Overall Length	18', 6 inches,
Overall Width	96 inches
Deck Material	2" Oak plank (not green) secured with bridge clips.
Main Frame	6 x 4 x 3/8" angle with 3" channel cross members.
Fenders	diamond Plate, enclosed.
Tongue & Coupler	5" channel, wrapped style, with 5 position height adjustable 2 5/8" ID pintle eye.
Toolbox	Locking poly toolbox on tongue.
Tongue Jack	10,000 pound drop leg.
Suspension	Tandem 6000 pound Dexter axles with slipper springs and equalization. EZ lube hubs.
Tire Size	ST225/75R15D radial tires mounted on a 6 bolt white spoke wheel.
Brakes	12" x 2" electric on both axles
Tie Down Locations	Four Stake pockets per side, spaced evenly.
Ramps	2 each, 54" long x 16" wide, adjustable, with taper lip, channel construction and support legs. Ramps will be covered with 2" oak planks. Ramps will be spring assisted with chain type stow device.
Lights	Sealed shock resistant LED, sealed with loom conduit and 7 conductor rubber lead cord and 7 prong plug.
Safety Chains	5/16" hi-test with forged clevis hooks.
Standard Features	Tail lights guards, fender guards, solid state charger on break-away battery.
VIN Plate	The serial number plate is tamper resistant with protective clear overlay. There will be no decals or advertisements.
Paint Preparation	Trailer frame is degreased, sanded, primed and painted.
Paint	Railplex gray primer with acrylic enamel top coats.
Standard Color	Ford Blue



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QUALITY TRAILER BUILDERS

ONE YEAR LIMITED WARRANTY

ELIGIBILITY:

This is the standard warranty statement

You are eligible for the benefits of this limited warranty if you are the original owner of a new Cross Country Mfg, Inc. (Cross Country) trailer

WHAT IS COVERED AND FOR HOW LONG:

For a period of one (1) year from the date of the original purchase, Cross Country will (at its option) repair or replace products supplied by Cross Country as part of the original trailer assembly that become unserviceable due to a defect in workmanship or material. (See "How to Claim Warranty" and "Conditions, Exclusions, and Limitations")

Information regarding this warranty is available by contacting Cross Country Mfg., Inc., P.O. Box 565, Greene, NY 13778 (Toll free #1-800-344-4103).

THIS LIMITED WARRANTY COVERS ONLY DEFECTS IN MATERIAL OR WORKMANSHIP OF CROSS COUNTRY TRAILERS FOR ONE (1) YEAR FROM YOUR ORIGINAL PURCHASE.

HOW TO CLAIM YOUR WARRANTY:

1. Proper care and maintenance is necessary to obtain optimal performance from your trailer. Follow the maintenance checklist and axle running gear service manual. Improper maintenance is considered misuse and damages caused by misuse are excluded from this limited warranty. (See Conditions, Exclusions, and Limitations)
2. All claims under this warranty must be made through an authorized Cross Country dealer within ten (10) days of the time the defect becomes apparent.
3. The cost of labor to replace defective parts or to perform authorized repairs is excluded unless the warranty work is performed in the warrantor's factory or at a Cross Country dealer after receiving authorizations from the factory
4. In order to receive benefits under this limited warranty, the following information must be provided to an authorized Cross Country Dealer
 - Your name, address, and telephone number
 - Proof of date of purchase (dealer invoice)
 - Model, year, and serial number of your trailer
 - Description of the defect
5. The dealer will then contact Cross Country's warranty department and obtain authorization to start the warranty process.
6. Cross Country may require that the trailer be repaired at the dealership or be returned to the factory for repairs. If a part return or an inspection is required by Cross Country, the dealer is to send the part freight collect or COD for the amount of the freight. You will receive prompt notification of the results of such an inspection.

CONDITIONS, EXCLUSIONS, AND LIMITATIONS:

This limited warranty does not cover:

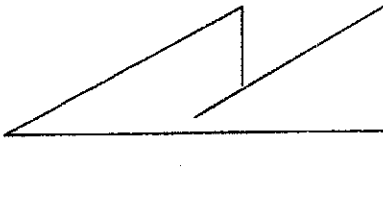
1. Loss of time; inconvenience, loss of use of the trailer, towing fees, hotel or telephone bills, or any other incidental or consequential damages. Damage or premature wear due to road hazard, wreck, collision, vandalism, overloading, improper loading, misapplication, hub and tire imbalance, mechanical condition of the trailer, misuse (including failure to provide proper maintenance), willful abuse or alteration of the trailer in any way, (alterations may only be made with the warrantor's written authorization) rust or road salt corrosion to trailer frames, components, wiring and lights, paint, wood plank decks or plywood decks. Other causes beyond the warrantor's control
2. This warranty does not apply to winches, couplers, lights, rollers, axles, springs, brake systems, breakaway systems, ropes, dolly jacks, tires, or wheels and other components that Cross Country purchases for trailer assembly.
3. The costs of labor to replace defective parts or to perform repairs is excluded unless the warranty work is performed in the warrantor's factory or at an authorized Cross Country dealer with authorization to make the repairs

IMPORTANT: In accordance with Federal Law, this warranty has been designed as a "Limited Warranty". Nothing in this limited warranty is intended to be a representation by Cross Country Mfg., Inc. that trailer assembly failures cannot occur.

THE LIMITED WARRANTY PROVIDED HEREIN IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ANY WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION FOR THE PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE. ALL OTHER OBLIGATIONS OR LIABILITY FOR CONSEQUENTIAL DAMAGES ON THE PART OF THE MANUFACTURER AND THE DEALER, ARE HEREBY EXCLUDED.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST OR THE EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Cross Country Mfg, Inc.
PO Box 565
Greene, NY 13778
(607)656-4103
or
1-800-344-4103



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QUALITY TRAILER BUILDERS

TWO YEAR LIMITED WARRANTY

ELIGIBILITY:

This is the extended warranty statement for the WVDOH

You are eligible for the benefits of this limited warranty if you are the original owner of a new Cross Country Mfg., Inc. (Cross Country) trailer

WHAT IS COVERED AND FOR HOW LONG:

For a period of two (2) years from the date of the original purchase, Cross Country will (at its option) repair or replace products supplied by Cross Country as part of the original trailer assembly that become unserviceable due to a defect in workmanship or material. (See "How to Claim Warranty" and "Conditions, Exclusions, and Limitations").

Information regarding this warranty is available by contacting Cross Country Mfg., Inc., P.O. Box 565, Greene, NY 13778 (Toll free #1-800-344-4103).

THIS LIMITED WARRANTY COVERS ONLY DEFECTS IN MATERIAL OR WORKMANSHIP OF CROSS COUNTRY TRAILERS FOR TWO (2) YEARS FROM YOUR ORIGINAL PURCHASE.

HOW TO CLAIM YOUR WARRANTY:

1. Proper care and maintenance is necessary to obtain optimal performance from your trailer. Follow the maintenance checklist and axle running gear service manual. Improper maintenance is considered misuse and damages caused by misuse are excluded from this limited warranty. (See Conditions, Exclusions, and Limitations).
2. All claims under this warranty must be made through an authorized Cross Country dealer within ten (10) days of the time the defect becomes apparent.
3. The cost of labor to replace defective parts or to perform authorized repairs is excluded unless the warranty work is performed in the warrantor's factory or at a Cross Country dealer after receiving authorizations from the factory.
4. In order to receive benefits under this limited warranty, the following information must be provided to an authorized Cross Country Dealer:
 - Your name, address, and telephone number
 - Proof of date of purchase (dealer invoice)
 - Model, year, and serial number of your trailer
 - Description of the defect
5. The dealer will then contact Cross Country's warranty department and obtain authorization to start the warranty process.
6. Cross Country may require that the trailer be repaired at the dealership or be returned to the factory for repairs. If a part return or an inspection is required by Cross Country, the dealer is to send the part freight collect or COD for the amount of the freight. You will receive prompt notification of the results of such an inspection.

CONDITIONS, EXCLUSIONS, AND LIMITATIONS:

This limited warranty does not cover:

1. Loss of time, inconvenience, loss of use of the trailer, towing fees, hotel or telephone bills, or any other incidental or consequential damages. Damage or premature wear due to road hazard, wreck, collision, vandalism, overloading, improper loading, misapplication, hub and tire imbalance, mechanical condition of the trailer, misuse (including failure to provide proper maintenance), willful abuse or alteration of the trailer in any way, (alterations may only be made with the warrantor's written authorization) rust or road salt corrosion to trailer frames, components, wiring and lights, paint, wood plank decks or plywood decks. Other causes beyond the warrantor's control

2. This warranty does not apply to winches, couplers, lights, rollers, axles, springs, brake systems, breakaway systems, ropes, dolly jacks, tires, or wheels and other components that Cross Country purchases for trailer assembly.

3. The costs of labor to replace defective parts or to perform repairs is excluded unless the warranty work is performed in the warrantor's factory or at an authorized Cross Country dealer with authorization to make the repairs

IMPORTANT: In accordance with Federal Law, this warranty has been designed as a "Limited Warranty". Nothing in this limited warranty is intended to be a representation by Cross Country Mfg., Inc. that trailer assembly failures cannot occur.

THE LIMITED WARRANTY PROVIDED HEREIN IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ANY WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION FOR THE PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE. ALL OTHER OBLIGATIONS OR LIABILITY FOR CONSEQUENTIAL DAMAGES ON THE PART OF THE MANUFACTURER AND THE DEALER, ARE HEREBY EXCLUDED.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST OR THE EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Cross Country Mfg., Inc
PO Box 565
Greene, NY 13778
(607)656-4103
or
1-800-344-4103

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, XX Bidder is a partnership, association or corporation resident vendor and 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 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, Bidder is a 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; or, 2. Application is made for 2.5% resident vendor preference for the reason checked: XX 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; or, 3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or, 4. Application is made for 5% resident vendor preference for the reason checked: XX Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or, 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or, 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: West Virginia Tractor Company Signed: Gayle W. Gray Title: President Date: 8/17/2010

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. 7010EC12

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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: West Virginia Tractor Company

Authorized Signature: *Gray W Gray* Date: 8/17/2010

State of West Virginia

County of Kanawha, to-wit:

Agustus

Taken, subscribed, and sworn to before me this 17 day of ~~December~~ August, 20 10

My Commission expires August 12, 20 12

AFFIX SEAL HERE

NOTARY PUBLIC *Steven B. Basham*

