



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
707EC007

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

MCCARTNEY TRAILERS

V
E
N
D
O
R

S
H
I
P
T
O

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

DATE PRINTED 08/24/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **10/04/2006** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		070-81	\$4,595.⁰⁰	\$4,595.⁰⁰
	4 TON TANDEM	AXLE		TRAILER		
				OPEN END CONTRACT		
				TO PROVIDE 4 TON TANDEM AXLE TRAILER AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 250-1-E.		
				THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 9/21/06. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.		
				QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST) ON WEDNESDAY, 9/13/06. SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION JOHN JOHNSTON 2019 WASHINGTON ST. E. CHARLESTON, WV. 25305		
				QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: JJOHNSTON@WVADMIN.GOV FAX: 304-558-4115		
				IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.		
				EXHIBIT 2		
				LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: **Pat McCartney** TELEPHONE: **(304) 462-5910** DATE: **9/30/06**
 TITLE: **Owner** FEIN: **550742972** 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 is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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



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
707EC007

PAGE
2

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED 08/24/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **10/04/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Pat McCarty* TELEPHONE **(304) 462-5910** DATE **9/30/06**
 TITLE **Owner** FEIN **550742972** 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
707EC007

PAGE
3

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED 08/24/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 10/04/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RA MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Pat McCortney</i>	TELEPHONE <i>(304) 462-5910</i>	DATE <i>9/30/06</i>
OWNER <i>Owner</i>	FEIN <i>550742972</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
 707EC007

PAGE
 4

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED 08/24/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE 10/04/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> 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 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><input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Pat McLintey* TELEPHONE (304) 462-5910 DATE 9/30/06
 TITLE Owner FEIN 550742972 ADDRESS CHANGES TO BE NOTED ABOVE



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
 707EC007

PAGE
 5

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

RODNEY

SHIP TO

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

DATE PRINTED 08/24/2006	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
----------------------------	---------------	----------	-----	---------------

BID OPENING DATE: 10/04/2006 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/>) 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NATURE: *Pat McCarty* TELEPHONE: *(304) 462-5910* DATE: *9/30/06*

OWNER: *Owner* PHONE: *550742972* 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
 707EC007

PAGE
 6

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED 08/24/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 10/04/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>McCartney Trailers</u></p> <p>DATE: <u>9/30/06</u></p> <p>SIGNED: <u>Pat McCartney</u></p> <p>TITLE: <u>Owner</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u>Pat McCartney</u>	TELEPHONE <u>(304) 462-5910</u>	DATE <u>9/30/06</u>
TITLE <u>Owner</u>	FEIN <u>550742972</u>	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
 707EC007

PAGE
 7

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED 08/24/2006	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
----------------------------	---------------	----------	-----	---------------

BID OPENING DATE 10/04/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 707EC007</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (304) 462-5920</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE <i>Pat McCatney</i>	TELEPHONE <i>(304) 462-5910</i>	DATE <i>9/30/06</i>
ROLE <i>Owner</i>	FEIN <i>590742972</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
 707EC007

PAGE
 8

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED 08/24/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 10/04/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Pat McCartney</i>						
***** THIS IS THE END OF RFQ 707EC007 ***** TOTAL:						<i>\$4,595.⁰⁰</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Pat McCartney* TELEPHONE (304) 462-5910 DATE 9/30/06
 TITLE Owner FEIN 550742972 ADDRESS CHANGES TO BE NOTED ABOVE

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 250-1-E

4 TON TANDEM AXLE TRAILER

1.0 PURPOSE

It is the purpose of these specifications to describe a 4 Ton Tandem Axle Trailer (hereinafter referred to as a "trailer" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

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

3.0 SPECIFICATIONS

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

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications". The state reserves the right to determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide information for any exceptions may be grounds for rejection of the bid. The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

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

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

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

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

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

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

5.0 AWARD CRITERIA

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

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

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

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

replacement parts, components and materials, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.

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

6.6 EVALUATION COMMITTEE REQUIREMENTS

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

6.7 UNSPECIFIED ACCESSORIES & FEATURES

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

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

- 7.4.4 Front jack shall be 10,000 pounds capacity.
- 7.4.5 Manufacturer's fenders shall be mounted over tandem axles and of adequate strength to support weight of operator.
- 7.4.6 Lockable tool box for storage shall be built into A-frame area, and to be water sealed.
- 7.5 Suspension:
 - 7.5.1 Suspension shall be tandem axle 6,000 pounds each minimum.
 - 7.5.2 Wheels and tires shall be Manufacturer's standard for trailer capacity and GVWR specified.
 - 7.5.3 GVWR 12,000 pounds.
- 7.6 Brakes:
 - 7.6.1 Brakes shall be electric type with emergency breakaway switch kit.
- 7.7 Electrical:
 - 7.7.1 Unit to have ICC reflectors.
 - 7.7.2 Lights shall be LED type.
 - 7.7.3 Lighted license plate bracket to be provided.
 - 7.7.4 7-way electrical male plug Cole Hersee Part #12081 or equal.
 - 7.7.5 Electrical system to be Manufacturer's heavy duty complete 12 volt system.
 - 7.7.6 Red and white conspicuity requirements to comply with HHTSA.
 - 7.7.7 All wiring to be incased in wire looms or conduit and adequately secured to trailer under structure.
- 7.8 All features that are considered to be manufacturer's standard equipment that are not specifically addressed above shall be provided.
- 7.9 Unit shall be delivered to WVDOH with all manufacturer's recommended safety related decals and safety features intact.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 250-1-E

4 TON TANDEM AXLE TRAILER

NOTE TO BIDDER: Procurement Specification No. 250-1-E, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid.
FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 707EC007

Bidder's Name: McCartney Trailers

Address: 4998 WV Hwy. 5E; Glenville, WV 26351

Telephone Number: (304) 462-5910

Years Bidder has been registered to do business with the State of West Virginia: 4 YRS.

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

X4.2 DELIVERY:

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

X4.2.2 Delivery date of balance of completed units: 120 Calendar Days After Date of Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1 Prices for units in quantities of

1-10	<u>\$4,595.00</u>	per unit
11-20	<u>\$4,595.00</u>	per unit
21 and over	<u>\$4,595.00</u>	per unit

X6.0 SPECIFICATIONS - GENERAL

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

PH1221FB-6K 2006

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

If not, why? _____

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units? 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 WVDOH.

DESCRIPTION: 4 Ton Tandem Axle Trailer MAKE: Better Built

MODEL: PH 12 YEAR: 2007 PURCHASE AMOUNT: \$4,595

ENGINE: MAKE: NA MODEL: NA FUEL TYPE: NA

HORSEPOWER: NA CYLINDER: NA ENGINE SERIAL: NA

COOLING SYSTEM CAPACITY: NA

BELTS: DESCRIPTION: PART NUMBERS:

GVW: 12,000 AXLE CAPACITY: FRONT: 6,000 REAR: 6,000

TIRES: FRONT MAKE & SIZE: Power King ST 235/80/R16

REAR MAKE & SIZE: Power King ST 235/80/R16

DIMENSIONS OF UNIT: LENGTH: 12' (Deck) WIDTH: 80" LENGTH: _____

VENDOR CONTACT PERSON: Pat Mc Cartney PHONE: (304) 462-5910

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

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	_____	_____	ENGINE	_____
AIR INNER	_____	_____	TRANSMISSION	_____
AIR OUTER	_____	_____	POWER STEERING	_____
FUEL PRIMARY	_____	_____	HYDRAULIC	_____
FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
COOLANT	_____	_____	BRAKE FLUID	_____
HYDRAULIC	_____	_____	COOLANT	_____
OTHER	_____	_____	OTHER	_____

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

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

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

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

X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached? YES NO

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

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

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

We warrant each new Better Built we manufacture against defects in material and workmanship for (1) one year from date of its sale by a Better Built Dealer.

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.

Repair or Replace defective material or workmanship
McCartney Trailers

4998 W.V. Hwy. 5E. Glenville, WV 26351

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

McCartney Trailers - 4998 W.V. Hwy 5E; Glenville, W.V. 26351

Replacement parts stocked limited to lighting, Brakes, Bearings

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

A.	Terms: Net 30	Manufacturer's published list price less:	<u>10</u>	% discount
B.	Terms: Net 60	Manufacturer's published list price less:	<u>5</u>	% discount
C.	Terms: Net 90	Manufacturer's published list price less:	<u>2</u>	% 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>40.⁰⁰</u> per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$ <u>30.⁰⁰</u> per mechanic hour _____ ; port to port <u>X</u>
C.	Mileage Charge (Specify if one-way)	\$ <u>2.00</u> per vehicle mile _____ ; port to port <u>X</u>
D.	Field Mechanic Rate	\$ <u>40.⁰⁰</u> per mechanic hour
E.	Specify period of time that prices are in effect:	<u>1 yr.</u>
F.	Surcharge for miscellaneous items:	<u>0</u> %

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: Better Built

Model: PH1221FB

X7.1 Load capacity 8,000 pounds

X7.2 Overall dimension 102" wide 16' 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 80 inches

X7.3.4 Platform height from ground level approx. 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 ^{3"}~~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: 3/8" x 36" Safety Chain, Clevis Slip Hook w/Latch

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?
Specify capacity each 6,000 # YES NO

X7.5.2 Are wheels/tires manufacturers standard for trailer capacity? YES NO

X7.5.3 Specify GVWR 12,000

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: Clean, Degrease, 1 primer Coat, 1 Finish Coat

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 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



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
707EC007

PAGE
1

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

VENDOR

*A18113126 304-462-5910
 MCCARTNEY TRAILERS
 HC 76 BOX 48
 GLENVILLE WV 26351

SHIP TO

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

DATE PRINTED 09/25/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **10/04/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAINS THE SAME.						
NO OTHER CHANGES.						
0001	1	EA		070-81	\$4,595⁰⁰	\$4,595⁰⁰
	4	TON TANDEM AXLE TRAILER				
***** THIS IS THE END OF RFQ 707EC007 ***** TOTAL:						\$4,595⁻

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Pat McCartney</i>	TELEPHONE (304) 462-5910	DATE 9-30-06
TITLE owner	FEIN 550742972	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM #1
707EC007

OPEN END CONTRACT
4 TON TANDEM AXLE TRAILER

CHANGES TO SPECIFICATIONS:

FROM:

- 4.0 REPRESENTATIVE UNIT FOR TEST (2nd Sentence)
If requested, the time period for testing and evaluation shall be seven (7) calendar days following receipt of the unit.

TO:

- 4.0 REPRESENTATIVE UNIT FOR TEST (2nd Sentence)
If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. *PLS*

FROM:

- 7.4.2 Tongue shall be A-frame, tag type, with five (5) position 2 5/8 inch ID pintle eye hitch

TO:

- 7.4.2 Tongue shall be A-frame, tag type, with five (5) position 3 inch ID pintle eye hitch

ADDENDUM #1
707EC007

OPEN END CONTRACT
4 TON TANDEM AXLE TRAILER

CHANGES TO BIDDER'S EVALUATION REPORT:

X4.0 REPRESENTATIVE UNIT FOR TEST – NO CHANGE REQUIRED

FROM:

X7.4.2

Is tongue A-frame, tag type with 5 position 2 5/8' ID pintle eye hitch?
_____ YES _____ NO

TO:

X7.4.2

Is tongue A-frame tag type with 5 position 3 inch ID pintle eye hitch?
 YES _____ NO

PSM

WARRANTY INFORMATION

ALL WARRANTY REPAIRS MUST BE PRE-APPROVED BY BETTER BUILT TRAILERS WARRANTY DEPARTMENT (205) 489-5129

Your Better Built Trailer warranty is furnished in three parts.

1. Better Built Trailers provides a limited warranty on the portion of the trailer it builds, read your limited warranty for details.
2. The axles provided with your trailer are warranted by the axle manufacturer for 12 months. Axle warranty claims are processed through Better Built Trailers Warranty Claims Department.
3. The tires installed on all new Better Built Trailers are brand named, nationally advertised and sold-thru dealer networks. All tire warranty is processed by the tire manufacturer thru their dealers. Tire warranty claims are not processed through Better Built Trailers.

FILING A WARRANTY CLAIM

1. Report the warranty claim to the dealer from which the trailer was purchased.
2. Give the following information to the dealer when claim is reported.
 - A. Date trailer was purchased as a new trailer.
 - B. Model Number.
 - C. Serial Number.
 - D. Problem with trailer.

NOTICE: Warranty begins with the date of purchase. The date on the retail invoice as a new trailer begins the warranty period.

LIMITED WARRANTY

1. We warrant each new Better Built Trailer we manufacture against defects in material and workmanship for (1) year from the date of it's sale by a Better Built dealer.
2. This warranty applies to defects in material and workmanship existing on the date of sale by an Better Built dealer and therefore does not apply to: (a) wear and tear resulting from normal use or exposure to the elements; (b) neglect, lack of maintenance, accident, abnormal operation, improper attachment to the towing vehicle, misuse or abuse of the product; (c) alteration or use of accessories or parts not manufactured or approved by us for use with the product; or authorized representative.
3. Reasonable access to the product must be provided for warranty service. This warranty does not apply to: (a) hauling, towing or storage charges; (b) telephone, living or rental expenses; (c) down time, inconvenience, loss of use, loss of income or income or consequential damages; and (d) removal, storage or disposition of any cargo necessary for access to the product.
4. Claim should be made under this warranty by delivering the product, unloaded, for inspection to our factory or to a Better Built Dealer previously designated by us for this purpose.
5. Our obligation under this Warranty is limited to repairing or replacing such defective parts as shall be necessary to remedy any malfunction resulting from defects in material or workmanship covered by this warranty.
6. All incidental and/or consequential damages are excluded from this warranty. Warranties or merchantability and fitness are excluded from this warranty. Implied warranties are limited to the life of this warranty. Some states do not allow limitations on how long and implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
7. This warranty give you specific legal rights, and you may also have other legal rights which vary from state to state.
8. Better Built Trailers, Inc. Will not warranty rental trailers.

Better Built Trailers, Inc.

Post Office Box 276

Double Springs, AL 35553

205 489 5129 or 877 534 7717

ROUTINE MAINTENANCE AND INSPECTIONS OPERATOR ABUSE AND NORMAL WEAR

It is the responsibility of the owner/operator to perform routine maintenance, and inspections, several examples are listed below:

1. Inspect for excessive tire wear or deterioration.
2. Brake adjustments.
3. Brake lining inspections.
4. Equalizer lubrication.
5. Wheel bearing lubrication.
6. Trailer hitch lubrication.

The maintenance tasks listed above are considered routine and do not qualify for warranty reimbursement.

Better Built Trailers are well engineered and field tested, with routine maintenance and reasonable care they will provide years of quality service.

Better Built Trailers does not warranty damage caused by operator abuse or normal wear. Some examples of abuse and normal wear are listed below:

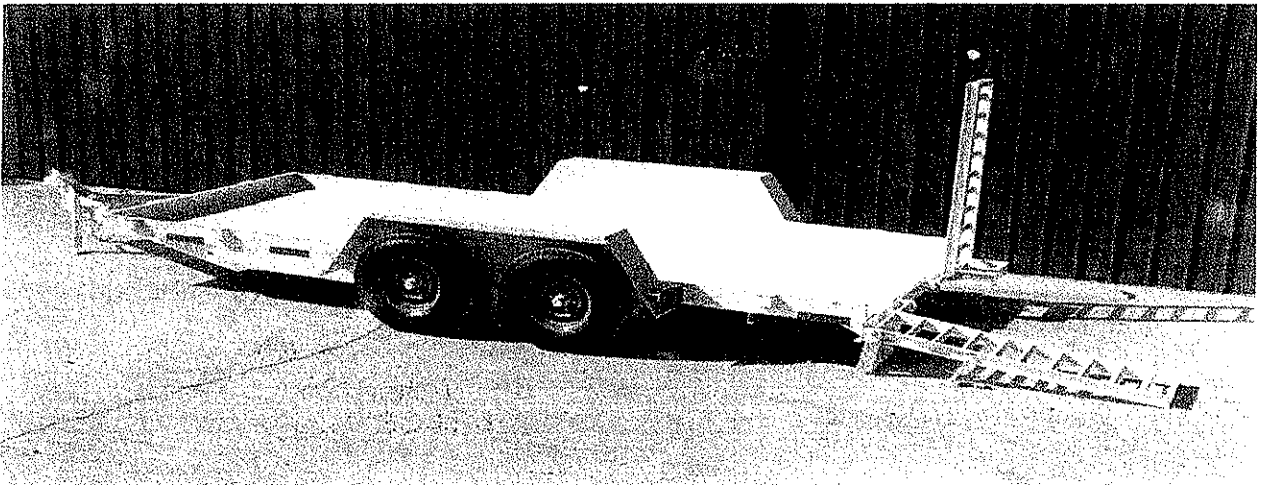
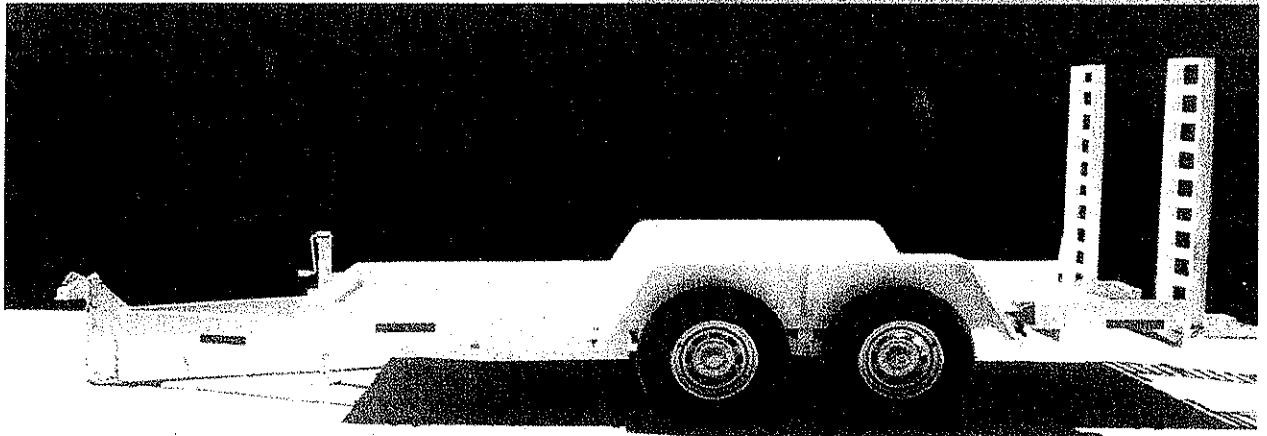
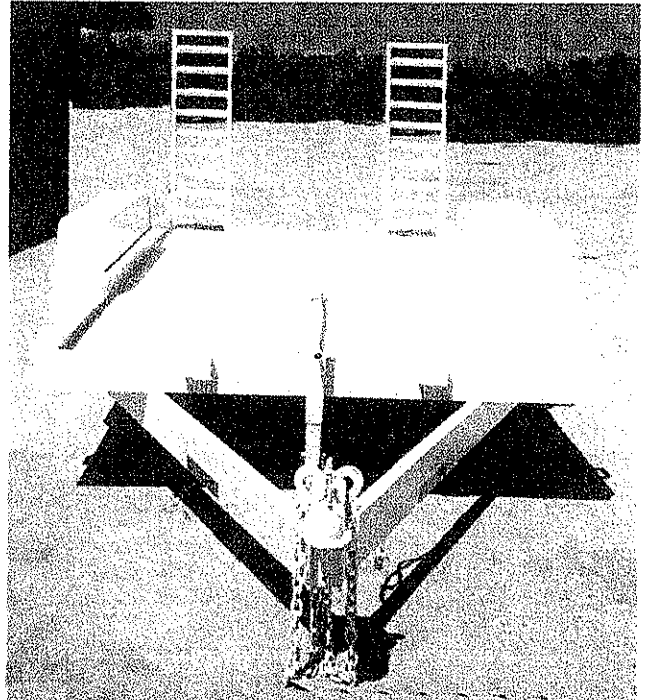
1. Side rails distorted by excessive load binding forces.
2. Trailer mainframe distortion or warpage.
3. Tilt bed damage or tilt mechanism damage caused by failure to use proper loading or unloading procedures.
4. Damage resulting from overloading.
5. Damage resulting from a wreck or overturning the trailer.
6. Brake lining wear is a normal wear item.
7. Better Built Trailers does not warranty rental trailers.

BETTER BUILT TRAILERS, INC.

205 489 5129 Or Call Toll Free 877 534 7717

14' HEAVY DUTY BOBCAT

MODEL #:
BH1421FB - 5.2K - D - E
ADJUSTABLE COUPLER
WITH
ELECTRIC BRAKE SHOWN



BETTER BUILT TRAILERS, INC.

14' HEAVY DUTY BOBCAT MODEL #: BH1421FB-6 K-D-E

DECK LENGTH FLAT:	14 FT. STANDARD
TONGUE LENGTH:	4 FT.
WIDTH:	80" INSIDE FENDERS 102" OVERALL
MAINFRAME:	6 x 4 x 3/8" ANGLE
CROSS MEMBERS:	3" CHANNEL ON 16" CENTERS
FLOORING:	11 GAUGE TREAD PLATE
FENDERS:	10 1/2 x 72 TREAD PLATE
COUPLER:	2 5/16" ADJUSTABLE BALL OR PINTLE RING
JACK :	7 M# DROP LEG
AXLES:	(2) 6 K 6° DROP
BRAKES:	(1) ELECTRIC
RAMPS:	3" CHANNEL 5' LONG PIN UP
TIRES:	(4) 225 x 15 8 PLY
WHEELS:	(4) 15" 6°
LIGHTS & WIRE:	ALL DOT APPROVED

BETTER BUILT TRAILERS, INC.

POST OFFICE BOX 276
DOUBLE SPRINGS, ALABAMA 35553
PHONE: 205 489 5129 FAX: 205 489 3315

STANDARD 16" BOBCAT
MODEL # BH1621FB-6K8-S-E

DECK LENGTH:	16' FLAT OR WITH DOVETAIL
WIDTH:	82" INSIDE FENDERS (80" WITH DROP AXLE)
TONGUE:	4' LONG
MAINFRAME:	6 X 4 X 3/8 ANGLE
CROSSMEMBERS:	3" CHANNEL ON 16" CENTERS
FLOORING:	11 GAUGE STEEL TREAD PLATE
COUPLER:	2-BOLT ADJUSTABLE 2 5/16" COUPLER OR PINTLE RING
JACK:	7M# DROP LEG
AXLES:	(2) 6K 8-LUG STRAIGHT
BRAKES:	(2) ELECTRIC
TIRES & WHEELS:	(4) 235 X 80R 16 10 PLY ON 16" 8 - LUG WHEELS
FENDERS:	TREAD PLATE
LIGHTS & WIRE:	ALL DOT APPROVED WITH 7-WAY PLUG BREAKAWAY KIT WITH CHARGER
MISC:	(2) POCKETS ON FRONT STAKE POCKETS ON SIDE UNDERCOAT
STANDARD COLORS:	BLACK, INT. RED, GRAY OR FLEET YELLOW

COLOR OTHER THAN STANDARD

DROP AXLE OPTION

COST FOR ADDITIONAL LENGTH PRICE PER FOOT

ADDITIONAL COST SURGE OPTION

FOR (2) AXLES WITH (1) ELECTRIC BRAKE OPTION DEDUCT

FOR 6K 6-LUG AXLE W/225-15 8 PLY T & W (DEDUCT)

UPGRADE TO 7000 LB. AXLES ADD

UPGRADE TO 8000 LB. AXLES W/235-16 LRG

UPGRADE TO 8000 LB AXLES W/215-75R 17.5

Torsion Axle Upgrade

WARRANTY INFORMATION

ALL WARRANTY REPAIRS MUST BE PRE-APPROVED BY BETTER BUILT TRAILERS WARRANTY DEPARTMENT (205) 489-5129

Your Better Built Trailer warranty is furnished in three parts.

1. Better Built Trailers provides a limited warranty on the portion of the trailer it builds, read your limited warranty for details.
2. The axles provided with your trailer are warranted by the axle manufacturer for 12 months. Axle warranty claims are processed through Better Built Trailers Warranty Claims Department.
3. The tires installed on all new Better Built Trailers are brand named, nationally advertised and sold-thru dealer networks. All tire warranty is processed by the tire manufacturer thru their dealers. Tire warranty claims are not processed through Better Built Trailers.

FILING A WARRANTY CLAIM

1. Report the warranty claim to the dealer from which the trailer was purchased.
2. Give the following information to the dealer when claim is reported.
 - A. Date trailer was purchased as a new trailer.
 - B. Model Number.
 - C. Serial Number.
 - D. Problem with trailer.

NOTICE: Warranty begins with the date of purchase. The date on the retail invoice as a new trailer begins the warranty period.

LIMITED WARRANTY

1. We warrant each new Better Built Trailer we manufacture against defects in material and workmanship for (1) year from the date of it's sale by a Better Built dealer.
2. This warranty applies to defects in material and workmanship existing on the date of sale by an Better Built dealer and therefore does no apply to: (a) wear and tear resulting from normal use or exposure to the elements; (b) neglect, lack of maintenance, accident, abnormal operation, improper attachment to the towing vehicle, misuse or abuse of the product; (c) alteration or use of accessories or parts not manufactured or approved by us for use with the product; or authorized representative.
3. Reasonable access to the product must be provided for warranty service. This warranty does not apply to: (a) hauling, towing or storage charges; (b) telephone, living or rental expenses; (c) down time, inconvenience, loss of use, loss of income or income or consequential damages; and (d) removal, storage or disposition of any cargo necessary for access to the product.
4. Claim should be made under this warranty by delivering the product, unloaded, for inspection to our factory or to a Better Built Dealer previously designated by us for this purpose.
5. Our obligation under this Warranty is limited to repairing or replacing such defective parts as shall be necessary to remedy any malfunction resulting from defects in material or workmanship covered by this warranty.
6. All incidental and/or consequential damages are excluded from this warranty. Warranties or merchantability and fitness are excluded from this warranty. Implied warranties are limited to the life of this warranty. Some states do not allow limitations on how long and implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
7. This warranty give you specific legal rights, and you may also have other legal rights which vary from state to state.
8. Better Built Trailers, Inc. Will not warranty rental trailers.

Better Built Trailers, Inc.
Post Office Box 276
Double Springs, AL 35553
205 489 5129 or 877 534 7717

ROUTINE MAINTENANCE AND INSPECTIONS OPERATOR ABUSE AND NORMAL WEAR

It is the responsibility of the owner/operator to perform routine maintenance, and inspections, several examples are listed below:

1. Inspect for excessive tire wear or deterioration.
2. Brake adjustments.
3. Brake lining inspections.
4. Equalizer lubrication.
5. Wheel bearing lubrication.
6. Trailer hitch lubrication.

The maintenance tasks listed above are considered routine and do not qualify for warranty reimbursement.

Better Built Trailers are well engineered and field tested, with routine maintenance and reasonable care they will provide years of quality service.

Better Built Trailers does not warranty damage caused by operator abuse or normal wear. Some examples of abuse and normal wear are listed below:

1. Side rails distorted by excessive load binding forces.
2. Trailer mainframe distortion or warpage.
3. Tilt bed damage or tilt mechanism damage caused by failure to use proper loading or unloading procedures.
4. Damage resulting from overloading.
5. Damage resulting from a wreck or overturning the trailer.
6. Brake lining wear is a normal wear item.
7. Better Built Trailers does not warranty rental trailers.

AFFIDAVIT

West Virginia Code §5A-3-10a states:

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

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission, municipality, county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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: Pat McCarfney

Authorized Signature: Pat McCarfney Date: 9/30/06