



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
707EC014

PAGE
1

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

VENDOR

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

CHARLESTON WV 25322

SHIP TO

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

DATE PRINTED 10/19/2006	TERMS OF SALE Net 30 Days	SHIP VIA Truck	F.O.B. Buckhannon	FREIGHT TERMS Prepaid
BID OPENING DATE: 11/29/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		755-10		
<p>1500 GL.ASPHALT DISTRIBUTOR MOUNTED ON A 32,000 GVW ETNYRE Black Topper Shooter II CHASSIS CAB TRUCK</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE 1500 GALLON ASPHALT DISTRIBUTOR MOUNTED ON A 32,000 GVW CHASSIS CAB TRUCK AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 512-3-G.</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:30 AM. ON 11/16/06. FAILURE TO ATTEND THE PRE-BI CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST) ON TUESDAY 11/07/06. SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION JOHN JOHNSTON 2019 WASHINGTON ST. E. CHARLESTON, WV. 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: JJOHNSTON@WVADMIN.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Grant W. Grady</i>	TELEPHONE 346-5301	DATE 11-28-06	
TITLE President	FEIN 550621655	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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ADDENDUM NO. 1						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAINS THE SAME.						
NO OTHER CHANGES.						
0001	1	EA		755-10		
1500 GL.ASPHALT DISTRIBUTOR MOUNTED ON					A 32,000 GVW	
ETNYRE Black Topper Shooter-II						
***** THIS IS THE END OF RFQ 707EC014 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gayle Gray</i>	TELEPHONE 346-5301	DATE 11-28-06
TITLE President	FEIN 550621635	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE</p>						

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<p>APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 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 RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE</p>						

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PAGE
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<p>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, 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 style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(xxx) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I 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)</p>						

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<p>YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(xxx) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH</p>						

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PAGE
6

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<p>PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED 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 style="text-align: right;">BIDDER: <u>West Virginia Tractor Company</u></p> <p style="text-align: right;">DATE: <u>11-28-06</u></p> <p style="text-align: right;">SIGNED: <u><i>Ray W Gray</i></u></p>						

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				President		
				TITLE: -----		
				* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)		
				NOTICE		
				A SIGNED BID MUST BE SUBMITTED TO:		
				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
				THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:		
				SEALED BID		
				BUYER: 33		
				RFQ. NO.: 707EC014		
				BID OPENING DATE AND TIME		

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 346-5305 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): Gary W. Grady -----						
***** THIS IS THE END OF RFQ 707EC014 ***** TOTAL: _____						

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NOTE: Vendor should type Bidder's Evaluation Report

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 512-3-G

1500 GALLON ASPHALT DISTRIBUTOR
MOUNTED ON A 32,000 LB. GVW CHASSIS CAB TRUCK

NOTE TO BIDDER: Procurement Specification No. 512-3-G, 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.: 707EC014

Bidder's Name: West Virginia Tractor Company

Address: P.O. Box 473 Charleston, WV 24322

Telephone Number: 346-5301

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

Years Company has been an authorized dealer for proposed unit: 24 YRS.

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 90-120 Calendar Days After Date of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 90-120 Calendar Days After Date of Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1	Prices for unit in quantities of	1-10	<u>\$119,900</u> per unit
		11-20	<u>\$119,900</u> per unit
		21 and over	<u>\$119,900</u> per unit

X6.0 SPECIFICATIONS - GENERAL

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

ETNYRE Black Topper Shooter-II 2007 GMC TC7C042Is 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 NOWill 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: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

ENGINE: MAKE: _____ MODEL: _____ FUEL TYPE: _____

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

GVW: _____ AXLE CAPACITY: FRONT: _____ REAR: _____

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

DIMENSIONS OF UNIT: LENGTH: _____ WIDTH: _____ LENGTH: _____

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

TOP OR SIDE POST: _____ DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

TRANS. MAKE: _____ MODEL: _____ AUTO/MANUAL: _____

HYDRAULIC PUMP MAKE: _____ MODEL: _____

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

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

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

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

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

X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached? YES NO

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

Describe: **BUMPER TO BUMPER INCLUDES ALL BUT TIRES AND POWER TRAIN**

SEE LITERATURE

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)

SEE ATTACHMENT

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

WARRANTY WORK SHOULD BE PERFORMED AT MANUFACTURER'S FACILTY, HOWEVER WORK MAY BE PERFORMED AT DOH FACILITY AND WILL BE REIMBURSED TO DOH AT THE FACTORY FLAT RATE

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

GENERAL TRUCK SALES CORPORATION

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>30</u>	% discount
B.	Terms: Net 60	Manufacturer's published list price less:	<u>30</u>	% discount
C.	Terms: Net 90	Manufacturer's published list price less:	<u>15</u>	% discount

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

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

A.	Shop Rate	\$ <u>76.17</u> per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$ <u>76.17</u> per mechanic hour _____ ; port to port <u>X</u>
C.	Mileage Charge (Specify if one-way)	\$ <u>1.50</u> per vehicle mile _____ ; port to port <u>X</u>
D.	Field Mechanic Rate	\$ <u>76.17</u> per mechanic hour
E.	Specify period of time that prices are in effect: MODEL YEAR AVAILABILTY	
F.	Surcharge for miscellaneous items: <u>COST + 25%</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

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.

X7.0 CAB AND CHASSIS:

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

Manufacturer: GENERAL MOTORS Model: TC7C042

X7.1 GVW plate rating: 35000 lbs?

X7.2 Cab to axle dimensions 102 inches?

X7.3 Wheel base 170 inches?

X7.4 Does manufacturers frame meet Federal requirements for GVWR specified and extend forward beyond the grille 12 inches? YES NO

X7.4.1 Frame yield strength 120000 PSI?

X7.4.2 R.B.M. 2151600 ?

X7.5 Is cab provided Manufacturer's standard steel, aluminum, and/or fiberglass, equipped with one (1) piece tilt hood and fenders? YES NO

- X7.5.1 Is cab door locks, both doors, keyed alike? YES NO
- X7.5.2 Does cab have dual sun visors? YES NO
- X7.5.3 Does cab have arm rests, right/left hand doors? YES NO
- X7.5.4 Are seats fully adjustable air ride driver's and passenger side high back with head rest, cloth covered equipped with 3 point safety belts? YES NO
- X7.5.5 Does cab have rubber floor mats throughout cab area? YES NO
- X7.5.6 Has manufacturers turn signals, self-canceling type with 4-way hazardous flashers? YES NO
- X7.5.7 Does cab have manufacturer's heaviest duty heater and defroster? YES NO
- X7.5.8 Does windshield wipers/washers manufacturers heaviest duty with intermittent features and largest reservoir offered by Manufacturer? YES NO
- X7.5.9 Is unit equipped with manufacturers AM/FM radio? YES NO
- X7.6 Are manufacturers gauges equipped with warning lights, buzzers, or area of unsafe operation in red background to inform operator when operating conditions are exceeded? YES NO
- X7.6.1 Engine oil pressure gauge with warning buzzer or light? YES NO
- X7.6.2 Engine coolant temperature with warning buzzer or light? YES NO
- X7.6.3 Voltmeter or ammeter? YES NO
- X7.6.4 Engine RPM tachometer? YES NO
- X7.6.5 Speedometer with odometer? YES NO
- X7.6.6 Primary air pressure with warning buzzer or light? YES NO
- X7.6.7 Auxiliary air pressure with warning buzzer or light? YES NO
- X7.6.8 Air filter restriction indicator (dash mounted)? YES NO
- X7.6.9 Engine hour meter (controlled by engine operation, not by key switch)? YES NO
- X7.6.10 Fuel gauges? YES NO
- X7.6.11 Rear view mirrors dual heated west coast type, 16 inch adjustable, with convex mirror and constructed of stainless steel or aluminum housing and mounting brackets? YES NO
- X7.6.12 Grab handles mounted for right/left hand sides of cab, rear of door opening? YES NO

- X7.6.13 Manufacturers standard/OSHA approved backup alarm? YES NO
- X7.6.14 Manufacturers standard air horns, cab mounted? YES NO
- X7.6.15 Manufacturers standard air conditioning? YES NO
- X7.6.16 Front bumper constructed to accommodate front mounted hydraulic pump? YES NO
- X7.7 Engine:
- X7.7.1 Diesel engine: 230 horsepower at 2200 R.P.M?
 Manufacturer: ISUZU Model: 6H7.8216
- X7.7.1.1 Peak torque 660 lb. ft.
- X7.7.1.2 Is engine equipped with engine brake: compression, compression/exhaust, or exhaust?
 YES NO
- X7.7.2 Has single vertical exhaust pipe with horizontal muffler meets Federal noise abatement requirements/exhaust to the passenger side of unit/heat shield on vertical exhaust?
SEE EXCEPTION YES NO
- X7.7.3 Heaviest duty O.E.M. filter systems (all) provided? YES NO
- X7.7.4 Does engine manufacturer make provisions to mount stationary front hydraulic pump?
 YES NO
- X7.7.5 Is diesel fuel heater in fuel line system? YES NO
- X7.7.6 Engine block heater 1250 watts? 12 v rating that includes weather proof spring loaded cap over plug
 YES NO
- X7.7.7 Is unit equipped with dash mounted locking hand throttle or cruise control feature?
 YES NO
- X7.8 Clutch: EATON FULLER two plate YES NO
 Ceramic 14 inch diameter YES NO mechanical pull type control and with kiwk-adjust manual feature YES NO
- X7.9 Is cooling system capable of maintaining engine temperature within the engine manufacturer's Recommended range during continuous operations, equipped with thermostat and by-pass and filled with permanent type Dex-Cool rated to -30°F?
 YES NO
- Does unit provide adequate temperature control in summer operations (utility hauling in 50°F to 95°F)/ Altitude that vehicle will operate in varies from a low elevation of 250 feet above sea level to a high Elevation of 4700 feet above sea level w/most operating occurring between 400 feet and 2600 feet above sea level?
 YES NO

Does radiator (if required) have 4 inch square opening to facilitate the installation of crankshaft driven PTO drive shaft/the distance between the extreme tip of the radiator fan blade/centerline of the Crankshaft should be 3 inches to insure adequate clearance for PTO driveshaft?

YES NO

X7.10 Fuel Tanks:

X7.10.1 Are dual tanks with steps provided? YES NO

X7.10.2 Capacity for each tank: 75 gallons and comply with FMVSS YES NO

X7.10.3 Is filler cap chain tethered to fuel tank to prevent loss? YES NO

X7.11 Electrical System:

X7.11.1 Is manufacturer's 12 volt negative ground system provided? YES NO

X7.11.2 Alternator: 130 AMPS brushless with internal regulator? YES NO

X7.11.3 Is manufacturer's heavy duty hypalon type wiring encased in wire looms/secured to chassis with 12 inches intervals? YES NO

X7.11.4 Does lighting meet WV Motor Vehicles Code, ICC cab marker lights armored type? YES NO

X7.11.5 Strobe light: **CODE 3 #92QASH (APPROVED FOR STATE LIGHTING CONTRACT)**
Dash mounted switch, generating not more than 1.0 UV of interference on a radio receiver with 12 DB of quieting? YES NO

X7.11.6 Is lighting weather/shock resistant lights LED type with average amp draw between .045-.72 YES NO

Manufacturer/Model: TRUCK-LITE

Do all connections have sure snap plug assemblies and epoxy sealed electronics to protect against shock and vibration YES NO

X7.12 Does unit have an OSHA approved audible back up alarm, electric type YES NO

X7.13 Manual transmission:

Make and model: EATON FULLER RT8908LL transmission torque capacity exceeds provided engine torque YES NO

X7.14 Driveline:

Make and model: SPICER 1710 greasable main shaft YES NO

X7.15 Rear Axle:

X7.15.1 Rear axle capacity: 23000 lbs Make and model: DANA HD23105 S

X7.15.2 Rear spring capacity: 23500 lbs. auxiliary load stabilizing springs 4500 lbs. capacity

X7.15.3 Gear ratio: 4:33 Vehicles are capable of obtaining 300 FPM at 1200 RPM and Is gear ratio for vehicle capable of obtaining 3 MPH @ 1500 RPM/a minimum top road speed of 65 MPH? X YES ___ NO

X7.16 Front Axle:

X7.16.1 Front axle capacity: 12000 lbs. I-beam type X YES ___ NO

X7.16.2 Does unit have heavy duty shock absorbers? X YES ___ NO

X7.16.3 Does unit have Stemco or equal, clear view hub seals equipped with filler plug? X YES ___ NO

X7.17 Brakes:

X7.17.1 Are brakes full air, S-Cam type drum brakes? X YES ___ NO

X7.17.2 Compressor: Model: HALDEX 292 12.9 CFM

X7.17.3 Service Brake Size:

X7.17.3.1 Rear brakes 16.5 inches x 12.9 inches?

X7.17.3.2 Front brakes 15 inches x 4 inches?

X7.17.3.3 Air dryer with heater X YES ___ NO Manufacturer/model: BENDIX ADIS

X7.17.3.4 Are parking brakes spring set, air release actuating rear axle service brakes/instrument panel control? X YES ___ NO

X7.17.3.5 Are manufacturers standard air tanks for service brakes; auxiliary tank for parking brake? X YES ___ NO

X7.17.3.6 Low air pressure warning light/buzzer? X YES ___ NO

X7.17.3.7 Will brakes meet Federal/State requirements? X YES ___ NO

Divided air tanks X YES ___ NO Do they meet Federal/State standards X YES ___ NO

X7.18 Tires and Wheels:

X7.18.1 Rim, front and rear: 22.5 x 8.25 hub piloted steel disc type? X YES ___ NO

X7.18.2 Tire size front and rear: 11R22.5G
Tread design HIGHWAY TRACTION Radial X YES ___ NO
Tubeless YES

X7.19 Manufacturer's standard power steering for front axle specified? X YES ___ NO

X7.20 Other standard features not addressed:

AS PER LITERATURE

- X7.21 Paint:
- X7.21.1 Is cab exterior/interior painted Federal Standard White 595A (No. 17875) or approved equal? YES NO
- X7.21.2 Is chassis painted manufacturer's Standard Black? YES NO
- X7.21.3 Is grille painted manufacturer's standard silver or aluminum in color? YES NO
- X7.21.4 Are wheels/rims painted Blue? YES NO
- X7.21.5 Are fuel tanks, steps painted Blue? YES NO
- X7.22 Will detail and decorative stripes with logo be installed by successful vendor YES NO
- X7.22.1 Is approximately 2" width with taper at front hood? YES NO
- X7.22.2 Area behind logo and within 1/2" of logo is not to be striped.
- X7.22.3 Is upper stripe color dark blue? YES NO
- X7.22.4 Is lower stripe color gold? YES NO
- X7.22.5 Does striping material meet or exceed the requirements of ASTM D4956-91 Type V Sheeting, a super high-intensity retroreflective sheeting consisting of microprismatic retroreflective elements. The conspicuity sheeting must meet requirements of NHSTA, D.O.T. 49CFR Part 571 Federal motor Vehicle Safety standards and be D.O.T. approved. YES NO
- X7.22.6 Is sheeting for striping not more than .008" thick having approx. 47,000 micro prisms per square inch/come w/an aggressive high tach pressure sensitive adhesive. Reflexite or equal? YES NO
- X7.22.7 Will successful Bidder consult w/WVDOH of proposal for striping? YES NO
- X7.22.8 Have you attached your proposed paint plan with this bid/include a proposed striping detail on a cab silhouette sheet?
Bidder may modify striping plan to fit his particular hood/cab shape. YES NO
- X7.22.9 If requested will vendor submit a sample of paint for testing? YES NO
- X7.22.10 Will manufacturers standard plant painting procedures for cleaning, degreasing, preparing, priming and painting meet requirements for painting of cab (white) and chassis (black)? YES NO
CAB WILL NOT BE PAINTED WHITE OVER TOP ANOTHER FINISH COLOR.

X7.22.11 Will manufacturer after award of contract change the color if necessary to match the WVDOH logo? YES NO

X7.23 Does proposed unit meet or exceed the OSHA act of 1970 to include subsequent changes? YES NO

X7.24 Does the unit conform to the advertising guidelines? YES NO

X7.25 Preventive Maintenance and Operators Orientation/Training:

X7.25.1 Will training and all training aids be provided as specified? YES NO

X8.0 SPECIFICATIONS AND GUIDELINE FOR THE ASPHALT DISTRIBUTOR:

The equipment furnished under these specifications to be latest improved model in current production, as offered to commercial trade and to be of quality workmanship and material and that all equipment offered under these specifications to be current year.

Minimum two (2) year basic bumper to bumper warranty YES NO

Manufacturer: _____ Model: _____

X8.1 Distributor:

X8.1.1 Is unit filled by on-board pump from outside source into bottom of tank to eliminate foaming of the product (emulsified asphalt)? YES NO

X8.1.2 Does unit circulate material in spray bar? YES NO

X8.1.3 Is spray at a constant preset application rate regardless of variance in truck speed? YES NO

X8.1.4 Is unit capable of recirculating material in spray bar to tank? YES NO

X8.1.5 Is hand spray provided with 25 feet of 3/4 inch" hose, swivel connections/brackets for hose storage? YES NO

X8.1.5.1 Is hose reel provided? YES NO

X8.1.6 Will unit return material in hand spray back to tank? YES NO

X8.1.7 Will proposed unit pump material back to supply vehicle or another tank? YES NO

X8.1.8 Is pump capable of returning material in spray bar to tank by pump suction without reversing the pump direction? YES NO

X8.1.9 Is proposed unit capable of controlling all spreading functions bar height, application rate, bar width and shift from the cab while spreading? YES NO

ADDENDUM #1

707EC014

OPEN END CONTRACT

1500 GALLON ASPHALT DISTRIBUTOR
MOUNTED ON A 32,000 GVW CHASSIS CAB TRUCK

CHANGES TO BIDDER'S EVALUATION REPORT

X4.0 NO CHANGE REQUIRED

X4.2 NO CHANGE REQUIRED

FROM:

X6.5 Is a minimum two (2) year bumper to bumper basic warranty included?

 YES NO

TO:

X6.5 Is a minimum two (2) year bumper to bumper basic warranty included with unit and truck

 YES NO

FROM:

X7.6 Are manufacturers gauges equipped with warning lights, buzzers, or are of unsafe operation in red background to inform operator when operating conditions are exceeded?

 YES NO

TO:

X7.6 Are manufacturers gauges equipped with warning lights and/or buzzers and/or area of unsafe operation in red background to inform operator when operating conditions are exceeded?

 YES NO

FROM:

X7.6.11 Rear view mirrors dual heated west coast type, 16 inch adjustable, with convex mirror and constructed of stainless steel or aluminum housing and mounting brackets?

 YES NO

TO:

X7.6.11 Rear view mirrors dual heated west coast type, 7x16 inch adjustable, with convex mirror with powder coat finish, and stainless steel, aluminum, or composite housing and mounting brackets?

 YES NO

Page 2
707EC014

FROM:

X7.7.6 Engine block heater _____ watts? 12 v rating that includes weather proof spring loaded cap over plug _____ YES _____ NO

TO:

X7.7.6 Engine block heater _____ watts 115 v rating that includes weather proof spring loaded cap over plug _____ X YES _____ NO

X7.17.2 NO CHANGE REQUIRED

FROM:

X8.1.10 Does the circulating system have provision for easy draining independently of the pump and for flushing and cleaning? _____ YES _____ NO

TO:

X8.1.10 Does the circulating system have provision for easy draining independently of the tank/pump, and for flushing and cleaning? _____ YES _____ NO

FROM:

X8.2.4.1 Manhole Size _____ inches located inside the well with a hinged, quick-opening cover, fitted with a high temperature gasket? _____ YES _____ NO

TO:

X8.2.4.1 Manhole size _____ inches located inside the well with a hinged, quick-opening cover, fitted with a high temperature gasket? _____ YES _____ NO

Does it meet current Federal roll over requirements? _____ YES _____ NO

RFQ No. 707EC014

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: **GENERAL TRUCK SALES CORPORATION**

Authorized Signature: Kevin Wiseman Date: **11/28/2006**

WV-96
Rev. 5/94

AGREEMENT ADDENDUM

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

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: **GENERAL TRUCK SALES CORPORATION**

Signed: *Kevin Whisman*

Title: **FLEET MANAGER**

Date: **11/28/2006**

DBS FS

REQUISITION READER AND LINE COMMENTS

RCM

NEXT FUNCTION: _____ ACTION: _____

10/26/2006 10:53:46

REQUEST: _____ GAVE SHOW PAGE NO: _____

BUY ENTITY: PUR REQUISITION NO: 707EC011

CATALOG NO: _____ ITEM NO: e10 BEGINNING SEQUENCE NUMBER: _____

A/B C/D	REQ. LINE	SEQ NO.	COMMENTS/SPECIFICATIONS/INSTRUCTIONS	PRINT LINE
		95	EXHIBIT 1C	Y
		100		Y
		105	REQUISITION NO.: 707EC014....	Y
		110		Y
		115	ADDENDUM ACKNOWLEDGEMENT	Y
		120		Y
		125	I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED	Y
		130	ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY	Y
		135	PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.	Y
		140		Y
		145	ADDENDUM NO.'S:	Y
		150		Y
		155	NO. 1 ...X....	Y
		160		Y
		165	NO. 2	Y
		170		Y
		175	NO. 3	Y
		180		Y
		185	NO. 4	Y
		190		Y
		195	NO. 5	Y
		200		Y
		205	I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE	Y
		210	ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.	Y
		215		Y
		220	<i>Kevin Wiseman</i>	Y
		225	SIGNATURE	Y
		230		Y
		235	GENERAL TRUCK SALES CORPORATION	Y
		240	COMPANY	Y
		245		Y
		250	11/28/06	Y
		255	DATE	Y
		260		Y
		265		Y
		270	REV. 11/96	Y

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

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

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

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

X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached? YES NO

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

Describe: Two years parts and labor for the Etnyre distributor
and for the truck

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

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

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

Two years parts and labor expanded from standard one year warranty.

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 for the ETNYRE distributor can be performed at West Virginia Tractor Company in Charleston.

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

West Virginia Tractor Company in Charleston is the source for ETNYRE distributor parts.

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

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

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

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

A. Shop Rate \$60.00 per mechanic hour

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

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

D. Field Mechanic Rate \$60.00 per mechanic hour

E. Specify period of time that prices are in effect: During warranty period

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

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.

X7.0 CAB AND CHASSIS: SEE TRUCK DEALER COMPLIANCE FORMS

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

Manufacturer: _____ Model: _____

X7.1 GVW plate rating: _____ lbs?

X7.2 Cab to axle dimensions _____ inches?

X7.3 Wheel base _____ inches?

X7.4 Does manufacturers frame meet Federal requirements for GVWR specified and extend forward beyond the grille 12 inches? YES NO

X7.4.1 Frame yield strength _____ PSI?

X7.4.2 R.B.M. _____ ?

X7.5 Is cab provided Manufacturer's standard steel, aluminum, and/or fiberglass, equipped with one (1) piece tilt hood and fenders? YES NO

X7.22.11 Will manufacturer after award of contract change the color if necessary to match the WVDOH logo? _____ YES _____ NO

X7.23 Does proposed unit meet or exceed the OSHA act of 1970 to include subsequent changes? _____ YES _____ NO

X7.24 Does the unit conform to the advertising guidelines? _____ YES _____ NO

X7.25 Preventive Maintenance and Operators Orientation/Training:

X7.25.1 Will training and all training aids be provided as specified? _____ YES _____ NO

X8.0 SPECIFICATIONS AND GUIDELINE FOR THE ASPHALT DISTRIBUTOR:

The equipment furnished under these specifications to be latest improved model in current production, as offered to commercial trade and to be of quality workmanship and material and that all equipment offered under these specifications to be current year.

Minimum two (2) year basic bumper to bumper warranty _____ x _____ YES _____ NO

Manufacturer: ETNYRE Model: Black Topper Shooter-II

X8.1 Distributor:

X8.1.1 Is unit filled by on-board pump from outside source into bottom of tank to eliminate foaming of the product (emulsified asphalt)? _____ x _____ YES _____ NO

X8.1.2 Does unit circulate material in spray bar? _____ x _____ YES _____ NO

X8.1.3 Is spray at a constant preset application rate regardless of variance in truck speed? _____ x _____ YES _____ NO

X8.1.4 Is unit capable of recirculating material in spray bar to tank? _____ x _____ YES _____ NO

X8.1.5 Is hand spray provided with 25 feet of 3/4 inch" hose, swivel connections/brackets for hose storage? _____ x _____ YES _____ NO

X8.1.5.1 Is hose reel provided? _____ x _____ YES _____ NO

X8.1.6 Will unit return material in hand spray back to tank? _____ x _____ YES _____ NO

X8.1.7 Will proposed unit pump material back to supply vehicle or another tank? _____ x _____ YES _____ NO

X8.1.8 Is pump capable of returning material in spray bar to tank by pump suction without reversing the pump direction? _____ x _____ YES _____ NO

X8.1.9 Is proposed unit capable of controlling all spreading functions bar height, application rate, bar width and shift from the cab while spreading? _____ x _____ YES _____ NO

- X8.3.4 Are spray nozzles multi-material v-slot for seal/chip work with emulsified asphalts and .20-.55 gallon per square yard and 7.5-12 G.P.M. per foot application rates? YES NO
- X8.3.5 Are spray nozzles located outside spray bar? YES NO
- X8.3.6 Does the spray bar have air cylinder with solenoid cut off control in one foot increments? YES NO
- X8.3.7 Is spray bar capable of raise, lower and shift from side to side? YES NO
- X8.3.8 Can all bar functions be controlled from console located in truck cab and also bar shift/lift from ground level at rear control panel? YES NO
- X8.3.9 What is width of spray bar in folded position 8 feet?
- X8.3.10 Are all air solenoid valves equipped with manual overrides for the solenoids? YES NO
- X8.3.11 Are meters and gauges equipped with a digital readout meter, (gallons/minute) mounted on the cab console, capable of receiving signal transmitted from magnetic sender positioned on the hydraulic drive motor of the asphalt pump? YES NO
- X8.3.12 Will bitumeter (feet/minute) be truck frame mounted radar device with in cab digital readout? YES NO
- X8.3.13 Is the tank gauge float type internally mounted with mechanical gauge outside, calibrated in fifty (50) gallon increments with gauge readout visible from driver's position through rear view mirror? YES NO
- X8.3.14 Is spray bar section wet box mounted between truck frame members at rear of unit/box have a top mounted door/designed to hold bar sections, tools & nozzles in wash solution? YES NO
- X8.4 Will the asphalt pump be rotary gear, positive displacement type designed to handle all grades of liquid asphalt? YES NO
- If NO specify _____
- X8.4.1 Pump capacity 400 GPM. With 4 inch suction and 4 inch discharge openings
- X8.4.2 Will the system be provided with hydraulic pressure relieve valve or by-pass arrangement to eliminate danger of excessive pressure in the lines/permit by-passing of material when valves are closed? YES NO
- X8.4.3 Are the strainer(s) readily accessible for cleaning, installed in the pump's intake line(s) to Prevent foreign objects from entering/damaging the pump? YES NO
- X8.4.4 Will the pump be equipped with a flow gauge located in the truck's cab readily visible to the operator? YES NO
- X8.5 Is the unit equipped with hydrostatic type transmission? YES NO

- X8.1.10 Does the circulating system have provision for easy draining independently of the pump and for flushing and cleaning? YES NO
- X8.2 Tank and Fittings:
- X8.2.1 Tank capacity: 1500 gallons
- X8.2.2 Is tank oval in cross section with long axis horizontal to obtain the most advantageous load distribution on the chassis YES NO
- X8.2.3. Shell material: 10 gauge?
- X8.2.3.1 Tank heads: 10 gauge Flanged, dished, welded to tank shell? YES NO
- X8.2.3.2 Surge plates or baffles, spaced for tank strength and surge control? YES NO
- X8.2.3.3 Openings in baffles adequate for free flow of material and large enough for a crawl through inspection YES NO
- X8.2.4 Well on top of tank provided YES NO with wall height 4 inches
- X8.2.4.1 Manhole size 20 inches located inside the well with a hinged, quick-opening cover, fitted with a high temperature gasket? YES NO
- X8.2.4.2 Is 3 inch diameter flow pipe as specified fitted in the well which drains through the bottom of the tank clearing all chassis members? YES NO
- X8.2.4.3 Is unit equipped with roll over protection, which adheres to HM-198A/HM-183 DOT hot asphalt requirement? YES NO
- X8.2.5 Will tank have 2 inches of 1 lb. density fiberglass insulation with .040 aluminum jacket YES NO
- X8.2.6 Are tank mountings single blade bolster or saddle design resiliently (steel spring) attached to frame in four (4) positions to allow for any twisting motion expansion or contraction? YES NO
- X8.2.6.1 Are tank mountings on wooden block pads? YES NO
- X8.2.7 Does tank design/construction meet all applicable Federal cargo tank regulations? YES NO
- X8.3 Spray Bar:
- X8.3.1 Spray bar overall length 12 feet with full internal circulation? YES NO
- X8.3.2 Folding wing length 2 feet on each side of spray bar, controlled from the cab? YES NO
- X8.3.3 Does the spray bar have hydraulic power folding for road travel? YES NO

- X8.5.1 Is the hydraulic pump mounted at the front of the truck on frame extensions and driven by the engine crankshaft? YES NO
- X8.5.1.1 Does the PTO shaft have guards to protect the radiator from damage? YES NO
- X8.5.1.2 Is the hydraulic pump a hydrostatic type with controls in the truck's cab convenient to operator? YES NO
- X8.5.2 Will the hydraulic motor be fixed displacement, piston or vane type, complete with hydraulic reservoir? YES NO
- Specify pump type Hydrostatic
- X8.5.2.1 Is there a temperature gauge/replaceable element type filter (10 micron) incorporated in the hydraulic system? YES NO
- X8.6 Piping Valves and Screens:
- X8.6.1 Will the intake piping be a minimum of three (3) inches I.D. with long radius flow bends? YES NO
- X8.6.2 Has discharge piping size 2 inches to 3 inches with long radius flow bends? YES NO
- X8.6.3 Is load screen 3/16 inch mesh size, cylindrical construction, full flow, easy clean? YES NO
- X8.6.4 Is bar screen 3/16 inch mesh size, cylindrical construction, full flow, easy clean? YES NO
- X8.6.5 Is pump screen 3/16 inch mesh size, cylindrical construction, full flow, easy clean? YES NO
- X8.6.6 Is pump suction line extended 24 inches from the pump strainer box for easy filling/fitted in such a manner as to eliminate flow-back when fill line is disconnected from the loading hose? YES NO
- X8.7 Ladder and Catwalks:
- X8.7.1 Is there a ladder provided at rear or side of tank for access to top of tank with grip-strut safety steps/hand holds/catwalk for access to upper manhole area? YES NO
- X8.8 The fenders are full formed 12 gauge steel fenders over rear axle w/rubber flaps? YES NO
aluminum
- X8.9 Does the heating flue have two (2) six (6) inch standard pipe, two (2) pass, full tank length, internally mounted with slip rings and exhaust stack? YES NO
- X8.10 Is the heating system a high pressure diesel heater type, consisting of an electrically driven blower with an integral fuel pump that draws diesel fuel from the truck tank? YES NO

- X8.10.1 Is the system complete with flue liners, air control valves, air pressure relief valve, and all Pressure relief valves for pressure control? YES NO
- X8.10.2 Will the operation of the heating system be totally push button? YES NO
- X8.11 Does unit have a wash down system with electric powered pump, tank, spray hose, and wand YES NO
- X8.12 Does the bitumen pump system include a self flushing line from a 25 gallon flushing oil tank or heating system with float level gauge and line to asphalt pump to clean asphalt pump, valve and circulating system YES NO
- Is the flushing oil tank located away from burners for safe operation YES NO
- X8.13 Will the unit be mounted and tested by the Manufacturer? YES NO
- X8.14 Loading hoses: Length 10 feet by 3 inches flexible hi-pressure rubber loading hoses with quick acting connector for attaching to filler connection of the distributor? YES NO
- X8.15 Is there a minimum of four (4) inch dial thermometer 50° F - 500° F located in a protected area to register average temperature of tank contents? YES NO
- X8.16 Is there a frame mounted tool box provided to store all necessary tools and have a hinged door with flush-type lock? YES NO
- Specify tool box size: 18 X 24 X 18
- Second tool box mounted under the tank side YES NO
- Specify second tool box size: 24 X 9
- X8.17 Are all necessary special tools for operation/maintenance of the distributor provided along with an extra supply of gaskets/pump packing? YES NO
- X8.18 Will paint with exception of the aluminum tank covering/trim/those metallic accessories or fixtures constructed of rust-resistant or plated material not normally painted, the maintenance unit to be painted Dupont Black Enamel No. 99A or equivalent? YES NO

ADDENDUM #1
707EC014

OPEN END CONTRACT

1500 GALLON ASPHALT DISTRIBUTOR
MOUNTED ON A 32,000 GVW CHASSIS CAB TRUCK

CHANGES TO BIDDER'S EVALUATION REPORT: **SEE TRUCK DEALER
ADDENDUM COMPLIANCE FORMS**

X4.0 NO CHANGE REQUIRED

X4.2 NO CHANGE REQUIRED

FROM:

X6.5 Is a minimum two (2) year bumper to bumper basic warranty included?
_____ YES _____ NO

TO:

X6.5 Is a minimum two (2) year bumper to bumper basic warranty included with unit and truck
_____ x YES _____ NO

FROM:

X7.6 Are manufacturers gauges equipped with warning lights, buzzers, or are of unsafe operation in red background to inform operator when operating conditions are exceeded?
_____ YES _____ NO

TO:

X7.6 Are manufacturers gauges equipped with warning lights and/or buzzers and/or area of unsafe operation in red background to inform operator when operating conditions are exceeded?
_____ YES _____ NO

FROM:

X7.6.11 Rear view mirrors dual heated west coast type, 16 inch adjustable, with convex mirror and constructed of stainless steel or aluminum housing and mounting brackets?
_____ YES _____ NO

TO:

X7.6.11 Rear view mirrors dual heated west coast type, 7x16 inch adjustable, with convex mirror with powder coat finish, and stainless steel, aluminum, or composite housing and mounting brackets?
_____ YES _____ NO

Page 2
707EC014

FROM:

X7.7.6 Engine block heater _____ watts? 12 v rating that includes weather proof spring loaded cap over plug _____ YES _____ NO

TO:

X7.7.6 Engine block heater _____ watts 115 v rating that includes weather proof spring loaded cap over plug _____ YES _____ NO

X7.17.2 NO CHANGE REQUIRED

FROM:

X8.1.10 Does the circulating system have provision for easy draining independently of the pump and for flushing and cleaning? _____ YES _____ NO

TO:

X8.1.10 Does the circulating system have provision for easy draining independently of the tank/pump, and for flushing and cleaning? x YES _____ NO

FROM:

X8.2.4.1 Manhole Size _____ inches located inside the well with a hinged, quick-opening cover, fitted with a high temperature gasket? _____ YES _____ NO

TO:

X8.2.4.1 Manhole size 20 inches located inside the well with a hinged, quick-opening cover, fitted with a high temperature gasket? x YES _____ NO

Does it meet current Federal roll over requirements? x YES _____ NO

DBS PS

REQUISITION HEADER AND LINE COMMENTS

RCM


NEXT FUNCTION: _____ ACTION: _____
REQUEST: _____ SAVE SHOW PAGE NO: _____

10/26/2006 10:53:46

=====

BUY ENTITY: PUR REQUISITION NO: 707EC011

CATALOG NO: _____ ITEM NO: e10 BEGINNING SEQUENCE NUMBER: _____

A/B C/D	REQ. LINE	SEQ NO.	COMMENTS/SPECIFICATIONS/INSTRUCTIONS	PRINT LINE
		95	EXHIBIT 10	Y
		100		Y
		105	707EC014	Y
		110	REQUISITION NO.:	Y
		115	ADDENDUM ACKNOWLEDGEMENT	Y
		120		Y
		125	I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED	Y
		130	ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY	Y
		135	PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.	Y
		140		Y
		145	ADDENDUM NO.'S:	Y
		150		Y
		155	NO. 1 <input checked="" type="checkbox"/>	Y
		160		Y
		165	NO. 2	Y
		170		Y
		175	NO. 3	Y
		180		Y
		185	NO. 4	Y
		190		Y
		195	NO. 5	Y
		200		Y
		205	I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE	Y
		210	ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.	Y
		215		Y
		220	Y
		225	SIGNATURE	Y
		230	West Virginia Tractor Company	Y
		235	Y
		240	COMPANY	Y
		245		Y
		250	11-28-06	Y
		255	Y
		260	DATE	Y
		265		Y
		270	REV. 11/96	Y

AFFIDAVIT

West Virginia Code §5A-3-10a states:

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

DEFINITIONS:

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

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

EXCEPTION:

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

LICENSING:

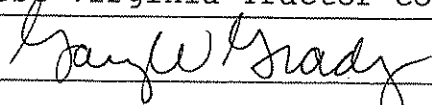
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: West Virginia Tractor Company

Authorized Signature:  Date: 11-28-06

WV-96
Rev. 5/94

AGREEMENT ADDENDUM

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

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

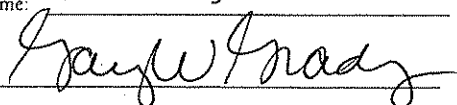
Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: West Virginia Tractor Company

Signed: 

Title: President

Date: 11-28-06

WEST VIRGINIA TRACTOR COMPANY

707EC014 Exceptions to Specifications

- 8.8 The fenders are made of .080" (12 gauge) aluminum and are combined with the tool box as pictured on the front of the enclosed literature. Rubber mud flaps are attached to the rear of the fenders.
- 8.10 We may furnish our standard diesel tank, especially if the truck manufacturer does not give us approval to draw diesel from the truck's tank.

WEST VIRGINIA TRACTOR COMPANY

COMPLIANCE WITH WEST VIRGINIA PURCHASING RULES

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

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

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



E. D. ETNYRE & CO., Oregon, Illinois 61061

200 Jefferson Street • Phone 815/732-2116 • Telex 257-353 • Cable "EDECO"

ESTABLISHED 1898
INCORPORATED 1917

This is the standard Etnyre warranty statement. Extended warranty (24 months) have the same wording except for the time period.

WARRANTY

The E. D. Etnyre & Co. warrants to the original Purchaser, its' new product to be free from defects in material and workmanship for a period of twelve (12) months after date of delivery to original Purchaser. The obligation of the Company is limited to repairing or replacing any defective part returned to the Company and will not be responsible for consequential damages or any further loss by reason of such defect.

This warranty does not obligate the Company to bear the cost of machine transportation in connection with the replacement or repair of defective parts, nor does it guarantee repair or replacement of any parts on which unauthorized repairs or alterations have been made or for components not manufactured by the Company except to the extent of the warranty given by the original Manufacturer.

This warranty does not apply to:

- (1) Normal start-up services, normal maintenance services or adjustments usually performed by the selling dealer, factory service representative or customer personnel.
- (2) Any product manufactured by E. D. Etnyre & Co. purchased for or subjected to rental use.
- (3) Any product or part thereof which shows improper operation, improper maintenance, abuse, neglect, damage or modification after shipment from factory.
- (4) Any product or part thereof damaged or lost in shipment. Inspection for damage should be made before acceptance or signing any delivery documents releasing responsibility of the delivering carrier.

This warranty and foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties of merchantability or otherwise, express or implied in fact or by law.