

Scanned 4-25-07



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
707EC022

PAGE
1

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

VENDOR

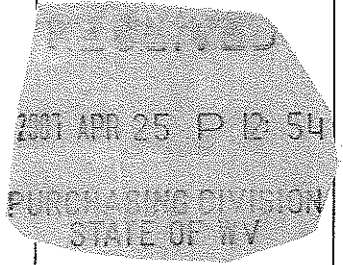
*111140344 304-254-7827
 HERITAGE EQUIPMENT INC
 322 DRY HILL ROAD
 BECKLEY WV 25801

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/19/2007	Net 30 days	Body Company	Buckhannon	PAID
BID OPENING DATE: 04/25/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		070-47	\$72,572.00	\$72,572.00
	25,950 LB. GVW CAB AND			CHASSIS/UTILITY BED		
				OPEN END CONTRACT		
	TO PROVIDE 25,950 LB. GVW CAB AND CHASSIS/UTILITY BED AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 269-1-I.					
	THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 4/12/07. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.					
	QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST.) ON TUESDAY, 4/3/07.					
	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)					



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Mike Johnson</i>	304-254-7827	4-24-2007
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Fleet Sales	550759079	

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<p>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 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 TH</p>						

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<p>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 BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE.</p>						

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<p>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 EFFECTIV 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>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEN TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</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>						

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<p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p><input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <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; OR</p>						

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<p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED 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</p>						

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<p>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>Heritage Equipment, Inc.</u></p> <p>DATE: <u>4-24-2007</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>Fleet Sales</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 269-1-I

OPEN END CONTRACT
25,950# GVW CAB AND CHASSIS/UTILITY BED

NOTE TO BIDDER: Procurement Specification No. 269-1-I, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report.

FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 707ECO22

Bidder's Name: Heritage Equipment, Inc.

Address: 322 Dry Hill Rd. Beckley W.V. 25801

Telephone Number: 304-254-7827

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

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 210 Calendar Days After Date of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 255 Calendar Days After Date of Purchase Agreement

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

X5.0 AWARD CRITERIA;

X5.1 Prices for units in quantities of

1-5	\$ 72,572. ⁰⁰	per unit
6-11	\$ 72,572. ⁰⁰	per unit
11-15	\$ 72,572. ⁰⁰	per unit
16 and over	\$ 72,572. ⁰⁰	per unit

X6.0 SPECIFICATIONS - GENERAL

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

Sterling, Acterra, 2008 year model

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

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

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

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

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

X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached? YES ___ NO

Is a minimum three (3) year bumper to bumper basic parts and labor warranty included? YES ___ NO

Describe: 3 year Basic Vehicle Warranty 3yr / 50,000 miles

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 MANDATORY 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.

X8.0 SPECIFICATIONS - CHASSIS

Manufacturer: Sterling Model: Auterra

X8.1 GVW Plate Rating: 26,000 Lbs.

X8.2 Cab to Axle Dimension: 84 Usable Inches

X8.3 Wheelbase: 213 Inches

X8.4 Frame:
Frame Steel: 50,000 PSI

R.B.M. 625,000 Ins/Lb.

X8.4.1 Is frame rail clean of obstruction on outside of both rails from rear of cab back for installation of utility body YES NO

- X8.5 Cab: Is the crew cab the manufacturer's standard steel and/or fiberglass, equipped with one piece tilt hood and fenders. YES NO
- X8.5.1 Cab door locks on both doors YES NO
- X8.5.2 Dual sun visors YES NO
- X8.5.3 Arm rests both sides YES NO
- X8.5.4 Seat:
Driver/rear seat full width bench seat with three (3) seat belts YES NO
- X8.5.5 Floor mats:
Rubber floor mats throughout cab with non-absorbent backing under mats YES NO
- X8.5.6 Turn signals:
Manufacturers heavy duty self canceling with hazard warning switch YES NO
- X8.5.7 Heater and defroster: Fresh air type, heaviest duty YES NO
- X8.5.7.1 Rear heater for back seat compartment provided YES NO
- X8.5.8 Air conditioning manufacturers standard with replaceable fresh air filter YES NO
- X8.5.9 Windshield wipers and washers:
Two speed electric wipers with intermittent feature.
Washer system has largest reservoir offered by manufacturer. YES NO
- X8.5.10 Radio: AM/FM YES NO
- X8.5.11 Instruments: Direct readout type YES NO
- X8.5.11.1 Engine oil pressure YES NO
- X8.5.11.2 Engine coolant temperature YES NO
- X8.5.11.3 Voltmeter YES NO
- X8.5.11.4 Engine RPM tachometer YES NO
- X8.5.11.5 Speedometer with odometer YES NO
- X8.5.11.6 Low pressure warning buzzer/light for brakes YES NO

- X8.5.11.7 Air filter restriction indicator, dash mounted YES ___ NO
- X8.5.11.8 Engine hour meter, oil pressure controlled YES ___ NO
- X8.5.11.9 Fuel gauge with low fuel warning indicator YES ___ NO
- X8.5.11.10 Starter switch key or push button YES ___ NO
- X8.5.11.11 Low coolant indicator YES ___ NO
- X8.5.12 Rearview mirrors dual heated west coast type, 7" x 16" adjustable, natural finish with fore and aft breakaway feature YES ___ NO
- Corrosive resistant finish or stainless steel powder coat ___ or aluminum ___ or composite housing and mounting brackets ___
- X8.5.13 Grab handle both sides internal or external to rear of door opening YES ___ NO
- X8.5.14 Glass tinted safety glass all locations YES ___ NO
- X8.5.15 List accessories not indicated above but are standard:
HVAC Filters for both Fresh Air AND
Recycled Air in cab
-
- X8.6 Engine:
- X8.6.1 Diesel Engine: 230 HP @ 2200 RPM 2500 RPM Governed Speed
- X8.6.2 Peak torque: 620 lb ft/lb
- X8.6.3 Horizontal exhaust that meets all Federal Noise Abatement Requirements? YES ___ NO
- X8.6.4 Air cleaner: Dry type with frontal or ^{YES} side air intake ^{NO} duel element YES NO
- X8.6.5 Oil Filter full flow type YES ___ NO
- X8.6.6 Fuel heater water separator mounted inside engine compartment YES ___ NO
- Manufacturer: Alliance

X8.6.7 In block engine heater? YES ___ NO ___ Watts

Includes weatherproof spring loaded cap over plug YES ___ NO ___

X8.7 Clutch:

X8.7.1 Two plate ceramic 14 inch diameter mechanical pull type control and kwik adjust manual feature

YES ___ NO ___

Manufacturer: Eaton-Fuller (Spicer)

X8.8 Cooling System:

Is the cooling system capable of maintaining engine temperature with the manufacturer's recommended range during continuous operation? YES ___ NO ___

Does cooling system have thermostat and by-pass for warm up? YES ___ NO ___

Is anti-freeze Dex-Cool extended type providing freeze protection to -30°F or lower? YES ___ NO ___

X8.8.1 Is radiator provided with bug screen or stone and gravel guard YES ___ NO ___

X8.9 Fuel Tank:

X8.9.1 Single tank with built in step YES ___ NO ___

X8.9.2 Capacity 50 U.S. gallons

X8.9.3 Is filler cap chain tethered to fuel tank to prevent loss? YES ___ NO ___

X8.9.4 Tank(s) comply with FMVSS YES ___ NO ___ 1 OR 2 ___ tanks

X8.10 Electrical System:

X8.10.1 Type:(Manufacturer) Sterling 12 volt negative ground system YES ___ NO ___

X8.10.2 Number of 12 volt batteries 2 with sealed terminals YES ___ NO ___

X8.10.3 Batteries: Approximate Ratings

X8.10.3.1 Reserve Capacity 360 minutes @ 27°C fully charged (all batteries).

X8.10.3.2 Cold crank power: 1850 amps @ 30°F.

X8.10.4 Alternator capacity: 160 amps brushless with internal regulator

X8.10.5 Wiring: Is it heavy duty hypalon type or equal heavy duty sheathing? YES ___ NO ___

- X8.10.6 Does the lighting conform to the W. Va. Motor Vehicle Code ICC YES NO
- X8.10.7 Is a 7 way trailer connection plug provided for the body company to be installed in the rear of service body assembly (next to hitch) YES NO
- Is it ABS compliant YES NO Manufacturer/Part# PAC 12010975
- X8.10.8 Is fire extinguisher installed in unit conveniently located? YES NO
- X8.11 Transmission:
Manufacturer: Eaton-Fuller Model: FS-6406A
- X8.12 Driveline:
Manufacturer: Meritor Model: 17T (equal to 1710 Spicer)
- X8.13 Rear Axle:
X8.13.1 Rated Capacity: 19,000 lbs.
- X8.13.2 Rear Spring Capacity: 23,500 lbs. with multileaf or rubber auxiliary spring system of 5100 lbs
- X8.13.3 Ratio: 4.30 is top speed of vehicle 65 MPH? YES NO
- X8.14 Front Axle:
X8.14.1 Rated Capacity: 10,000 lbs
- X8.14.2 Front Spring Capacity: 10,000 lbs.
- X8.14.3 Are the shock absorbers of the heavy duty type? YES NO
- X8.15 Brakes "Air Brake:
X8.15.1 Front brake size: 15" x 4"
- X8.15.2 Rear brake size: 16.5" x 7"
- X8.15.3 Manufacturer/Model of brake air dryer: Bendix BWAD-1S
- X8.15.4 Air Compressor: 15.5 CFM
- X8.15.5 Brake dust shield provided YES NO
- X8.15.6 Do brakes meet or exceed all Federal and State standards YES NO

X8.16 Tires and Wheels:

X8.16.1 Wheels, front and rear size 8.25" x 22.5"

Are they hub piloted steel disc type YES NO

Are they the manufacturer's standard to accommodate specified tire size YES NO

All wheels include wheel guard separators YES NO

X8.16.2 Front size: 11R22.5

Are they highway tread YES NO

Are they radial tubeless YES NO

Manufacturer/Model: Goodyear G-149

X8.16.3 Rear size: 11R22.5

Are they on/off highway tread YES NO

Are they radial tubeless YES NO

Manufacturer/Model: Goodyear

X8.17 Power Steering:

X8.17.1 Manufacturer: Goodyear G 338

X8.18 Front Bumper: Manufacturer Sterling

X8.19 Other Standard Features - Chassis
List other standard features offered and not addressed above:

Bearings I/O Bushings on front king pins - (Superior!)

X8.20 Paint: Describe proposed method of painting unit:

Base Coat / clear Coat white as requested

Is sample of proposed paint attached to bid? YES NO

If NO, when will sample be submitted? upon request

X8.20.1 Specify cab exterior/interior and service body color & paint type:

White Base Coat / clear Coat

X8.20.2 Will chassis be painted manufacturer's standard black? YES NO

X8.20.3 Is truck grille manufacturer's standard similar to silver/aluminum in color? YES NO

X8.20.4 Are fuel tanks, (steps, front and rear bumper) manufacturers standard color?
Aluminum, (painted steel) YES NO

Non-corrosive coated? YES NO

X8.20.4.1 Wheel paint (describe): Gray Powder Coat

X8.20.5 Will plant paint procedures be manufacturers standard for prep YES NO

Cab and utility body white and chassis black? YES NO

X8.20.6 Will you furnish larger paint sample if required? YES NO

X8.20.7 Detail and Decorative Stripes with Logo:

X8.20.7.1 Are stripes provided 2" type w/taper at front of hood? YES NO

X8.20.7.2 Does the conspicuity striping material provided meet the requirements of Section 8.20.7.2 through 8.20.7.7 YES NO

X8.20.7.8 Is your proposed paint plan attached with your bid? YES NO

9.0 SPECIFICATIONS - UTILITY SERVICE BODY

Manufacturer: SEE ADDENDUM Model: _____

Have you attached shop drawings? YES NO

X9.1 Overall Body Weight: SEE ADDENDUM Lbs.

X9.2 Body Overall Approximate Dimensions:

X9.2.1 Length: 132 Inches

X9.2.2 Width: 94 OUTSIDE Inches

X9.2.3 Height at Right Front: 64 Inches

Other: 43 3/4 Inches

X9.2.4 Compartment Depth: 20 Inches

X9.2.5 Head Room, floor to inside top of enclosure: 61 Inches

X9.3 Construction:

Is unit electrically welded, rust resistant two-sided A-60 galvaneal steel? YES NO

ADDENDUM #1
707EC022

OPEN END CONTRACT

25,950 LB. GVW CAB AND CHASSIS/UTILITY BED

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:
CHANGE IN SPEC TITLE
25,950# GVW CAB AND CHASSIS/UTILITY BED

TO:
CHANGE IN SPEC TITLE
26,000 LB. GVW CAB AND CHASSIS/UTILITY BED

X1.0 NO CHANGE REQUIRED

X8.1 NO CHANGE REQUIRED

GVW Plate Rating: 26,000 Lbs.

FROM:

X8.5 Cab: Is the crew cab the manufacturer's standard steel and/or fiberglass, equipped with one piece tilt hood and fenders YES NO

TO:

X8.5 Cab: Is the crew cab the manufacturer's standard steel, aluminum, and/or fiberglass, equipped with one piece tilt hood and fenders YES NO

X8.10.7 NO CHANGE REQUIRED

Is a 7 way trailer connection plug provided for the body company to be installed in the rear of service body assembly (next to hitch) YES NO

Is it ABS compliant YES NO Manufacturer & Part # PAC 12010975

707EC022 Addendum #1

FROM: X9.0 SPECIFICATIONS - UTILITY SERVICE BODY

Manufacturer: _____ Model: _____

Have you attached shop drawings? _____ YES _____ NO

TO: X9.0 SPECIFICATIONS - UTILITY SERVICE BODY

Manufacturer: READING Model: PB60 HD132ADW

Is it heavy duty? X YES _____ NO

Have you attached shop drawings? X YES _____ NO

X9.1 NO CHANGE REQUIRED

Overall Body Weight: 3450 Lbs.

FROM: X9.3.3 Are doors double panel with slam action type locks keyed alike?

_____ YES _____ NO

Gauge _____ Are there chains on (curb side) horizontal doors to hold level for work table? _____ YES _____ NO

TO: X9.3.3 Are doors double panel with slam action type locks keyed alike?

X YES _____ NO

Gauge: 18-20 EXCEEDS

Are there chains or vinyl coated aircraft cables on (curb side) horizontal doors to hold level for work table? X YES _____ NO

X9.3.1 Floor plate: 3/16 treadplate

X9.3.2 Are front and rear cross members 5 inch, 6.7 structural steel channel? YES
 NO

Are intermediate cross members 12 gauge commercial grade steel channels? YES
 NO

X9.3.3 Are doors double panel with slam action type locks keyed alike? YES
SEE ADDENDUM NO

Gauge _____ Are there chains on (curb side) horizontal doors to hold level for work table? _____
YES _____ NO _____

X9.3.4 Wheelhousing:
Are they full inner lined with steel and accepting up to 11R22.5 on/off highway tread radial tires? YES _____

NO

X9.3.5 Gauge of galvanized steel of trays 18 Are they slotted on 4 inch centers for dividers, with 3 removable and adjustable shelves in each of the left front vertical compartments and right rear compartment? YES _____ NO _____
Number of dividers included 20

X9.3.6 Gauge of galvaneal steel of partitions, bottoms, headers, panel top and bulkhead 12-14-16 EXCEEDS

X9.3.7 Is a spare tire carrier provided against the front bulkhead? YES NO

Does the carrier accept tires and rims up to 11R22.5? YES
 NO

X9.3.8 Is the bumper dual wheel type safety step bumper of heavy steel treadplate? _____
YES _____ NO SEE ADDENDUM

With combination pintle-ball hitch rated at 2,000 lb torque weight and 12,000 lb trailer weight?

_____ YES _____ NO
Height of ball above ground _____ Inch

Does the bumper design provide a step full width of body?

Step _____ inches from the ground. Ball diameter _____ inches. YES _____ NO _____

X9.3.9 OSHA approved backup alarm 112 dba shock mounted at rear body X YES
_____ NO

X9.3.10 Mud Flaps:
Are they rubber type provided behind rear wheels? X YES
_____ NO

X9.3.11 Are stop, turn, flasher, and backup lights LED type recessed into rear vertical face of body with trim rings fitted for aesthetics and moisture resistance?
 X YES _____ NO

X9.3.12 Will body surfaces not accessible after assembly be fully painted and rust proofed prior to assembly?
 X YES _____ NO

X9.3.13 Describe the two (2) curbside front compartments:

64" HIGH TO INCLUDE 12 GA FLOOR PLATE REINFORCEMENT,

BASE RING, HOSE HOOK, AIR VENTS AND CHAIN

HOLD DOWNS FOR OXYGEN AND ACETYLENE TANKS

X9.3.14 Are heavy duty ladder racks with adjustable slides front and rear of body provided and installed? SEE ADDENDUM \
YES _____ NO

Height of ladder racks above the bed floor _____ inches

X9.3.15 Is the unit equipped with heavy duty ladder located at right rear corner to enable placement of equipment on top of bed? X
YES _____ NO

X9.3.16 Is door hardware stainless steel X YES _____ NO or cadmium plated _____ YES X NO

Do locks have double strikers? _____ YES X NO

LOCKS ARE 2 STAGE ROTARY TYPE WITH SINGLE STRIKER

707EC022 Addendum #1

FROM:
X9.3.8

Is the bumper dual wheel type safety step bumper of heavy steel treadplate?
_____ YES _____ NO

With combination pintle-ball hitch rated at 2,000 lb. tongue weight and 12,000 lb. trailer weight?
_____ YES _____ NO

Height of ball above ground _____ inch

Does the bumper design provide a step full width of body?
_____ YES _____ NO

Step _____ inches from the ground. Ball diameter _____ inches

TO:
X9.3.8

Is the bumper dual wheel type safety step bumper with recess for pintle ball hitch of heavy steel treadplate?
 YES _____ NO

With combination pintle ball hitch rated at 2,000 lb. tongue weight and 12,000 lb. trailer weight?
 YES _____ NO

Height of ball above ground 24 inch *APPROXIMATE - Depends on chassis height*

Does the bumper design provide a step full width of body?
 YES _____ NO

Step 24 inches from the ground. Ball diameter 2 inches
APPROX. - Depends on chassis height

FROM:
X9.3.14

Are heavy duty ladder racks with adjustable slides front and rear of body provided and installed?
_____ YES _____ NO

Height of ladder racks above the bed floor _____ inches

TO:
X9.3.14

Are heavy duty ladder racks with adjustable slides front and rear of body provided and installed on top of bed?
 YES _____ NO

Height of ladder racks above the bed floor 69 inches

X9.3.17 Do street side horizontal doors have rubber bumpers to protect paint? YES NO

X9.3.18 Clear vertical opening of double rear doors 55 1/4 inches

Clear horizontal opening 48 inches.

X9.3.19 Are two (2) dome lights with manual switch wired into chassis electrical system and installed on ceiling of bed enclosure? YES NO

X9.3.20 Do wheel wells have rolled edge to provide strength and eliminate sharp edges? YES NO

X9.3.21 Are all four (4) doors sealed with automotive type rubber sealer? YES NO

X9.3.22 Does the top enclosures include three (3) full length horizontal shelves each side with the necessary supporting bulkheads? YES NO

Do these shelves extend past the inside face of the body side compartments? YES NO

Does each have a three (3) inch front lip to retain materials and tools? YES NO

X9.3.23 Service Body paint: SEE APPENDUM

X9.3.24 Is the understructure completely undercoated? SEE APPENDUM YES NO

X9.3.25 Does the proposed unit meet or exceed "OSHA OF 1970" or subsequent changes? YES NO

X9.3.26 Does the unit conform to advertising guidelines? YES NO

X9.3.27 Will the Preventive Maintenance and Operator Procedures as described be provided? YES NO

X9.3.27.1 If you are the successful vendor, will you furnish all training aids; i.e., videos, projectors, etc., required in conducting the training? YES NO

707EC022 Addendum #1

FROM:
X9.3.23 Service Body paint:

TO:
X9.3.23 Is service body painted white to match truck chassis including inside compartments
and inside enclosed cargo area? YES NO

FROM:
X9.3.24 Is the understructure completely undercoated? YES NO

TO:
X9.3.24 Is the underside of body sections completely undercoated?
 YES NO



1130 Newark Road
888-799-6220

P.O. Box 2605
740 453-0551

Zanesville, Ohio 43702-2605
FAX 740 453-7023

PRICE QUOTATION

QUOTE _____ DATE 04/24/07
ORDER _____ DATE

PURCHASE ORDER _____

SALESMAN

COMPANY STATE OF WVA
ADDRESS

ATTN:

END USER BID #707EC022

PHONE
FAX

CHASSIS INFORMATION	MAKE	MODEL	W/B	CA/CT	84
	TRANS.	MODEL	TIRES	PAINT	WHITE

READING PB60-HD132A HEAVY DUTY SERVICE BODY
WITH ALL FEATURES CALLED FOR ON THE ATTACHED SPEC SHEET
TRUCKS WILL BE STRIPED PER SPECIFICATION
TRUCKS WILL BE DELIVERED TO BUCKHANNON WVA
THIS BID MEETS OR EXCEEDS ALL SPECIFICATIONS

NOTE OUTSIDE OF CHASSIS FRAME RAILS MUST
BE CLEAN BEHIND CAB FOR UTILITY BODY MOUNT

PRICE	13688.00 EA
FED. TAX	
SALES TAX	EXEMPT
SUB TOTAL	
TRADE-IN	
NET PRICE	13688.00 EA

TRADE DESCRIPTION

This quotation becomes an order when signed here: Name _____ Title _____
This order is not binding until approved by a company official. All quotations and delivery promises made and orders accepted subject to delays caused by fire, accident, strikes or other causes beyond our control. Deliveries delayed by any of the above conditions shall not constitute cause for cancellation of this order. Prices subject to change without notice.



Heritage Equipment, Inc.



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

EXCEPTIONS FOR STERLING ACTERRA WV DOH 707EC022

8.5.7.1 A rear heater for back seat compartment to be provided.

The Sterling Acterra crew cab does NOT have a separate rear heater. The standard HVAC system is more than adequate to heat and cool the interior of our crew cab, front seating or rear seating areas. Increased insulation and upgraded interior are standard on our crew cab.

This is NOT a mandatory option!

8.6.4 Air Cleaner: Dry type with frontal or side air intake dual element

The Sterling Acterra has a side intake, single element air cleaner.
This is not a mandatory option!



Warranty

DC 995-093 Acterra basic vehicle warranty

Freightliner LLC warrants that each new Acterra vehicle, with the exception of certain excluded components and parts, will be manufactured to the specifications agreed upon and will be free from defects in material and workmanship which appear under normal use and service, subject to different time and distance limitations for specific components and parts as set forth below.

Description	Coverage ⁽¹⁾
Basic Vehicle	2 years Unlimited
Alliance Batteries	1 year or 100,000 miles/161 000 km
Drivetrain	2 years Unlimited
Cab Structure	5 years Unlimited
Cab Corrosion/Perforation	5 years Unlimited
Frame Rails	5 years Unlimited
Crossmembers	5 years Unlimited
Paint	1 year or 100,000 miles/161 000 km
Brightwork	6 months Unlimited
Chassis Paint	6 months Unlimited
Corrosion (excluding Cab Corrosion)	6 months Unlimited

1. Time or distance, whichever occurs first.



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
 707EC022

PAGE
 1

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

*111140344 304-254-7827
 HERITAGE EQUIPMENT INC
 322 DRY HILL ROAD
 BECKLEY WV 25801

TO ORDER

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/17/2007				
BID OPENING DATE: 04/25/2007		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		070-47		
	25,950 LB.			GVW CAB AND CHASSIS/UTILITY BED		
***** THIS IS THE END OF RFQ 707EC022 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

PURCHASING CONTINUATION SHEET

Buyer: JJ-33	Page 12	Req. or P.O. No.: 707EC022
Spending Unit:		

Vendor:

Requisition No.: 707EC022

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No. 1 _____

No. 2 _____

No. 3 _____


No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) may be cause for rejection of bids.



Signature



Company



Date

EXHIBIT 10

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: Heritage Equipment, Inc.

Signed: [Signature]

Title: Fleet Sales

Date: 4-24-2007

AFFIDAVIT

West Virginia Code §5A-3-10a states:

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

DEFINITIONS:

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

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

EXCEPTION:

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

LICENSING:

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

CONFIDENTIALITY:

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

Authorized Signature: Mark Coleman

Date: 4-24-2007