

VENDOR

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

Request for Quotation

SHIP

T O

RFQ NUMBER 708EC002

1

ADDRESSICORRESPONDENCE TO VATITENTION OF

MICHAEL AUSTIN 304-558-2316

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

CHARLESTON WV 25322 DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV 26201

304-472-1750

DATE PRINT		RMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/25 BID OPENING DATE:	1 110,0	30 Days	Truck BIL	Buckhannon OPENING TIME	Prepaid 01:30PM
LINE	QUANTITY	UOP CAT.	ITEM NUMBER	UNIT PRICE	AMOUNT
		ADDENDU	M NO. 1		
	CHANGES TO	THE SPECIE	ICATIONS PER THE	ATTACHED.	
	BID OPENING	DATE AND	TIME REMAINS 10/	03/07 @1:30 P.M.	
	NO OTHER C	ANGES.			
0001		EA	765-61		
	SRIC SNOWP	OW - PICKU	P TRUCK PLOW		
	·				
	***** TH	S IS THE E	ND OF RFQ 708E	C002 ***** TOTA	I :
/)	SEE RE	L VERSE SIDE FOR TERMS AND CO		- 1
SIGNATURE (mul 1	pau	TELEPHONE	346-5301 DATE	10/2/07
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ADDENDUM #1 708EC002

OPEN END CONTRACT

SRIC SNOWPLOW – PICKUP TRUCK PLOW WITH OPTIONS OF 7 1/2 FOOT, 8 FOOT, OR 8 1/2 FOOT PLOW

CHANGES TO BIDDER'S EVALUATION REPORT: FROM: X6.0 SPECIFICATIONS - GENERAL X6.1 Manufacturer, model, series, and date of manufacture of proposed unit: WESTERN PRO-POLY IUTPY75 and IUTPY80 and PROPLUS IUTPP85 2007 and later as ordered Is descriptive literature, fully describing proposed unit attached to your bid? × YES NO If not, why? TO: X6.0 **SPECIFICATIONS - GENERAL** X6.1 Manufacturer, model, series, and date of manufacture of proposed units: 7 1/2 Foot Western PRO-POLY IUTPY75 8 Foot _ Western PRO-POLY IUTPY80 Western PRO-PLUS IUTPP85 8 1/2 Foot Is descriptive literature, fully describing proposed unit attached to your bid? _x_YES ___NO If not, why? _____



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

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

MICHAEL AUSTIN

*70905175 WV TRACTO PO BOX 47	R COMPANY	DIVISION OF EQUIPMENT D ROUTE 33 T BRUSHY FORK BUCKHANNON, 26201	HIGHWAYS IVISION ROAD
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BID OPENING DATE		2007	RID	OPENING TIME 01	:30PM
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	-		MICHAEL AUSTIN 2019 WASHINGTO		
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DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33

BRUSHY FORK ROAD BUCKHANNON, WV

26201

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304-472-1750

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

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MICHAEL AUSTIN 304-558-2316

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DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33

BRUSHY FORK ROAD BUCKHANNON, WV

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DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD

BUCKHANNON, WV

26201

304-472-1750

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*709051756 304-346-5301 WV TRACTOR COMPANY DIVISION OF HIGHWAYS PO BOX 473 ROUTE 33 CHARLESTON WV 25322 **BRUSHY FORK ROAD**

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DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33

BRUSHY FORK ROAD BUCKHANNON, WV

26201

304-472-1750 TERMS OF SALE DATE PRINTED SHIP VIA FOB FREIGHT TERMS 08/21/2007

BID OPENING DATE: 10/03/2007 **BID OPENING TIME** 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT West Virginia Tractor Company BIDDER: 10/2/07 DATE: 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS: SIGNATURE DATE

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

FEIN



VENDOR

*709051756

PO BOX 473

CHARLESTON WV

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

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DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 **BRUSHY FORK ROAD**

BUCKHANNON, WV

26201

304-472-1750

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DI FACE DOUTE A FAY NUMBED IN CACE IT IS NECESCARY	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:	
346-5305	
CONTACT DEDON (DIEACE DRIVE CLEARLY)	
CONTACT PERSON (PLEASE PRINT CLEARLY):	
Gary W. Grady	
***** THIS IS THE END OF RFQ 708EC 002 ***** TOTAL:	
SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
SIGNATURE TELEPHONE DATE	
TITLE ADDRESS CHANGES TO BE NOTED ABOVE	

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT NO. 023-1-C

SRIC SNOWPLOW – PICKUP TRUCK PLOW WITH OPTIONS OF 7 1/2 FOOT, 8 FOOT, OR 8 1/2 FOOT PLOW

NOTE TO BIDDER: Procurement Specification No. 023-1-C, 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.

708EC002

	Reference Requis	ition No	.:							
	Bidder's Name:	West	Virginia	Tractor	Compan	У				
	Address:	P.O.	Box 473	Charles	ton, WV	25322				
	Telephone Number	er:	346-530	01						
	Years Bidder has	been reg	gistered to do	business wi	ith the Stat	e of West Vi	ginia:	25	YR	S
	Years Company h	as been	an authorized	dealer for	proposed (ınit:	_	20	YRS	'
X3.2	Have you complie	ed with a	all mandatory	specification	ons noted i	n bold print?	x	YES	_NO	
	DELIVERY: Delivery date of	complet	ed represent	tative unit:_	30			Days Afte	r Date of	
X4.2.2	Delivery date of b	alance o	of completed	units:	30-90			After Date	e of Agreement	

X5.0	AWARD CRITERIA;				,
X5.1	Prices for quantities of 7 1/2 Foot	1-10	\$3,290	per unit	
		11-20	\$3,290	per unit	
		21 and over	\$3,290	per unit	
			\$3,350		
	Prices for quantities of 8 Foot	1-10		per unit	
		11-20	\$3,350	per unit	
		21 and over	\$3,350	per unit	
	Prices for quantities of 8 1/2 Foot	1-10	\$3,390	per unit	
		11-20	\$3,390	per unit	
		21 and over	\$3,390	per unit	
X6.0 X6.1	SPECIFICATIONS - GENERAL Manufacturer, model, series, and date of manu Western PRO-POLY IUTPY75 and IUTPY			5 2007 and late	er
	Is descriptive literature, fully describing propose	d unit attached to	your bid? _x	YESNO	
	If not, why?	· · · · · · · · · · · · · · · · · · ·			

Will the required number of service manuals, and complete parts list be delivered to the

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation

X YES NO

___x YES____NO

Equipment Division at Buckhannon upon completion of delivery of total units?

Report) be provided upon inspection of the pilot unit?

X6.2

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.

DESCRIPT	TION:			MA	KE:	
M	ODEL:		YEAR:	PUI	RCHASE AMOUNT	:
ENGINE:	MAKE:		MODEL:		FUEL TYPE: _	
	HORSEPOWER:		CYLINDER: _	ENC	GINE SERIAL:	
	COOLING SYST	EM CAPACITY: _				
BELTS:	DESCRIPTION:			PART NUM	BERS:	
GVW:		AXLE CAPAC	CITY:FRONT:			REAR:
TIRES:	FRONT MAKE &	: SIZE:				
	REAR MAKE &	SIZE:	····			
DIMENSIO	ONS OF UNIT:	LENGTH:		WIDTH:		LENGTH:
VENDOR (CONTACT PERSO	N:		·	PHONE:	
PARTS:						
BATTERY	MAKE:		MODEL:		CCA:	
TOP OR SI	DE POST:		DIMENSIONS	: LENGTH	WIDTH	HEIGHT
SPARK PL	UGS OR FUEL INJ	ECTORS MAKE:		PART#		
FUEL PUM	1P OR INJECTION	PUMP MAKE:		MODEL:		
ALTERNA	TOR MAKE:			PART #:		
STARTER	MAKE:			PART #:		
TURBO CI	HARGER MAKE:			PART #:		
TRANS. M	AKE:	MOD	EL:		AUTO/MANUA	L:
HYDRAUI	LIC PUMP MAKE:			MODEL:		L;
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OIL			ENGI	NE		· · · · · · · · · · · · · · · · · · ·
AIR INNE	R		TRAN	ISMISSION		
AIR OUTE	.R		POWI	ER STEERING		
FUEL PRIM	MARY		HYDI	RAULIC		
	ONDARY		DIFFE	ERENTIALS		
COOLANT			BRAK	Œ FLUID		
HYDRAUI	LIC		COOL			
OTHER		•	OTHE	R	•	•

X6.3 TRAINING:

	Will training seminar be conducted on Preventive Maintenance, Operato	r and N	4echanic Tr	aining
	x	_YES _	NO	•
	Will you conduct training with each purchase order against this ope	n end c	contract?	
		X	YES	NO
	Will training be conducted within 2 working days from the delivery of the purchase order?	_	unit on the YES	
	If NO, explain time frame			
	Will an Operator's Manual be furnished to the Training Academy?	<u>x</u>	_ YES	NO
X6.4	If you are the successful vendor, will you furnish all training aids, i.e in conducting the training? YES NO	., vide	os, projecto	rs, required
X6.4.1	Will all manuals, booklets, etc. explaining preventive maintenant service schedule be delivered with each unit? If NO, explain		rator proce _YES	•
X6.5	WARRANTY AND SERVICE POLICY			
	Will the warranty and service you provide comply with all areas as statedxYESN		ction 6.5 of	specifications
	Is warranty literature attached?	_YES	NO	
	Is a minimum two (2) year bumper to bumper basic parts and labor YESN		nty include	d?
	Describe: 2 years parts and labor at autorized dealer locat		as per	
	the attached forms.			

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. D	efine the terms of the st	andard warranty. If not offered, so state. (Attach copy)
2. D	efine warranty service to ufacturer's representation	o be performed at DOH facilities and warranty service to be performed at ve facility. List name and location of manufacturer's representative.
3. Li knov	st locations for parts inv vn.	ventories that are within the State of West Virginia. Also, list availability levels, if
4. Di	uring the term of warran	ty, list the guarantee discount to manufacturer's published list price for parts that wner.
A. B. C.	Terms: Net 30 Terms: Net 60 Terms: Net 90	Manufacturer's published list price less: % discount Manufacturer's published list price less: % discount Manufacturer's published list price less: % discount
5. Dı High	uring the term of warran ways?	ty, will all manufacturers or engineering improvements be submitted to Division ofYESNO
6. Dı	ring the term of warran	ty, list the guaranteed rates charged for repair to the unit.
A.	Shop Rate	\$ per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$ per mechanic hour; port to port
C.	Mileage Charge (Specify if one-way	\$ per vehicle mile ; port to port
D.	Field Mechanic Rate	\$ per mechanic hour
Ε.	Specify period of time	e that prices are in effect:
F.	Surcharge for miscella	aneous items:%

X6.6	EVALUATION COMMITTEE REQUIREMENTS	
	Is all component specifications, product literature, component models. Committee bid determination?	s provided for Evaluation _xYESNO
X6.7	specified herein, but which are necessary to provide a complete u and conform in strength, quality of material, and quality of work advertised and provided to the market in general by the unit indu	nit, be furnished with the unit manship to those which are ustry?
X6.7.1	those which may be duplications of specifications herein, and exc	Il parts, equipment, accessories, material, design and performance characteristics not ited herein, but which are necessary to provide a complete unit, be furnished with the unit inform in strength, quality of material, and quality of workmanship to those which are itsed and provided to the market in general by the unit industry? X YESNO
X6.7.2	Are all standard safety features that are required by Federal and	
X7.0	unit to the specifications. Should the bidder except a requirement, the the basis that such feature is not offered by the manufacturer. The Di discretion as to whether the bidder's substitution meets the requirement.	en such exception may be only on vision will have the sole nts of the specifications.
	Manufacturer: Western Model: PRO-I	POLY and PRO-PLUS
X7.1	Moldboard:	
X7.1.1		
X7.1.2		
X7.1.3	OPTION #3 - Will you provide an 8 ½ foot plow with snow defle	•
X7.1.4	Will snow deflector be rubber with top reinforcement?	YES NO
X7.2	Will ribs be electrically welded to top and bottom angle	X YESNO
X7.3	Will formed steel plow shoes be provided, height adjustable	_x YESNO
X7.4	Will trip springs be provided on unit and have shielded shock trip return	absorber for dampening blade XYESNO

X7.5	Does blade pivot to follow contour of road	X	_YES	NO
X7.5.1	Will two (2) highly visible vinyl coated spring wound blade gu		e provided _YES	
X7.6	Plow angle30 degrees to right and left			
X7.7	Is frame and quadrant manufacturers heaviest duty available	x	_YES	NO
X7.8	Are lift chains high test steel with 2600 lbs. working load limit	x	_YES	NO
	Hydraulic lift YES NO			
X7.9	Does lift frame have provision for out front hydraulics and light kit	x	_ YES	NO
X7.9.1	Two (2) self storing adjustable plow stands integrated into the plow at		ent mecha _YES	
	Do stands have connecting hook and lever with integral lock pin	x	_YES	NO
X7.9.2	Is lift frame 2 piece construction and lower lift frames include drive	-	gnment ho _YES	
X7.10	Will plow stands be provided for storage	x	_ YES	NO
X7.11	Are hydraulics electric solenoid activated	x	_YES	NO
X7.12	Is blade drop speed adjustable	x	_YES	NO
X7.13	Are hydraulics controlled by a single lever in cab control with on/off s		and indica _YES	_
X7.14	Does unit have an isolation module feature to isolate plow control from system?		cle's sensi YES	
X7.15	Does control allow a float position when lowered and able to angle lef	_	tht when in YES	
X7.16	Is unit grounded to negative terminal of battery	x	YES	NO
X7.17	Does hydraulic unit stay with plow when disconnected from the vehicle	e <u>x</u>	_YES	NO
X7.18	Are there dual beam halogen headlamps plus combination part and turn combination with plow unit	_	als mounte YES	
¥7 10	Will a vehicle specific pre-wired harness be provided	v	VES	NO

a	
L	1

21.7 1.0	2:
X7.20	Will blade assembly, A-frame, quadrant, and lift frame with hydraulic unit and lights be removed in one step from truck as one complete unit YES NO
X7.21	Will power and control harness have quick disconnects and covers at grille x YES NO
X7.22	Describe propose method of painting: Steel shot blasted and cleaned with
	phosphate solution and have baked-on polyester powder coating
X7.23	Does unit offered meet or exceed "Occupational Safety and Health Act of 1970
	YES NO
X7.24	Does unit conform to the advertising guidelines X YES NO

AGREEMENT ADDENDUM

WV-96 Rev. 5/94

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

- 1. <u>ARBITRATION</u> 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.
- PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 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
- 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.
- 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. <u>ASSIGNMENT</u>. 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. <u>INSURANCE</u> 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. <u>RIGHT TO NOTICE</u> 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. <u>AMENDMENTS</u> 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	<u>VENDOR</u> West Virginia Tractor Company
Spending Unit:	Company Name
Signed:	Signed: Tayl Tolk
Title:	President Title:
Date:	Date: 10/2/07

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

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

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

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

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

Vendor's Name:	West Yirgin	ia Tra <i>p</i> tor	Company			
Authorized Signatu	ıre: Da	yw/no	rdv	Date:	10/2/07	
Purchasing Affidavit (Re	, 0	0				

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.

P.O. BOX 473, 214 VIRGINIA ST. W., CHARLESTON, WV 25322/25302 • (304) 346-5301

September 2, 2007

WVDOT-Highways Equipment Division P.O. Box 610 Buckhannon, WV 26201

Subj: RFQ 708EC002 - Snow Plow Bids

Ladies and Gentlemen:

As discussed and approved in the September 17 pre-bid conference for snow plows for your smaller trucks, the plows will be shipped to the Equipment Division in Buckhannon for mounting by West Virginia Division of Highways personnel. Therefore, the plows will not be delivered completely serviced with oil, lubricants and coolant as shown in 4.1 or completely assembled as shown in 4.1.

Also, as noted in the pre-bid conference, these plows will only be mounted on 17,950 GVW trucks with dual rear wheels. Plow manufacturers only recommend that the larger of the three plows specified, the 8.5' plow, be mounted on this size truck. The Western Pro-Plow 8.5' that we are offering is wide enough and sturdy enough to be used on 17,950 GVW trucks. Mounting plows on trucks that are not compatible or approved for use with the trucks can void plow or truck warranties.

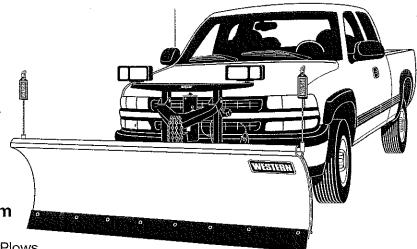
Thank you for your consideration. If you have any questions, please Feel free to call me at any time.

Sincerely,

Gary W. Grady, President

WESTERN° PRO & POLY PRO-PLOWS

The "workhorses" of the WESTERN® family of snowplows, the Pro and Poly lines cover a wide range of vehicles with blade widths from 7½' to 9'. Taller blades to handle more snow and additional trip springs and vertical ribs on the back of the blade for extra stiffness and support along with long-wearing cast iron disc shoes give Pro-Plows the added toughness needed for commercial use.



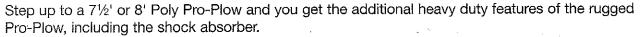
PRO-PLOW - UltraMount® System

Known nationwide as the choice of the professional plower, the WESTERN® Pro-Plows were designed to meet tough contractor plowing requirements.

Available in 7½', 8', 8½' and 9' blade widths, the Pro-Plows have heavy duty components and feature a shock absorber on the back of the blade to provide a smooth forward trip during spring extension and soften the action of the blade trip return. This unique feature lengthens the life of your truck and plow by substantially reducing impact loads.

POLY PRO-PLOWS - UltraMount® System

The WESTERN® Poly Plows were designed to meet the needs of plowers who want superior snow rolling action. The slippery blade surface created by the use of thermal formed, high density polyethylene allows you to plow faster and save fuel. And, the use of non-corrosive poly and powder coated steel structural members combine to create a maintenance free plow blade. A rubber snow deflector that keeps snow off the windshield is standard on all Poly Plows.

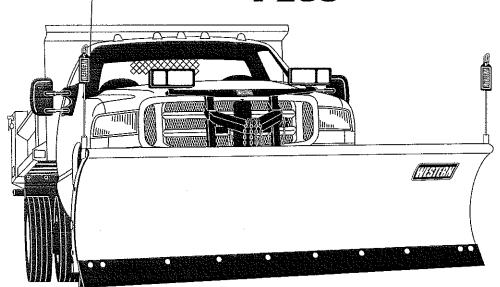


Both Pro and Poly Pro-Plows come standard with blade guides with replaceable flags for improved operator visibility and blade positioning. Also included is the low-profile design light kit which features dual beam halogen headlamps, plus combination park and turn signals. The vehicle light switch activates the plow lights – no separate toggle switch is needed.

Model	Plow Type	Blade Width	Blade Height	Blade Gauge	Trip Springs	Shock Absorber	Vertical Ribs	Angling Rams	Plowing Width (full angle)	Approx. Weight Less Mount	Disc Shoes	Cutting Edge
UTP 75	Pro	71/21	29"	11	4	1	7	1½" x 10"	6' 6"	682#	cast iron	3⁄8" x 6"
UTP 80	Pro	81	29"	11	4	1	7	1½" x 10"	6' 11"	699#	cast iron	³⁄a" x 6"
UTP 85	Pro	81/21	29"	11	4	1	7	1½" x 10"	7' 4"	715#	cast iron	³⁄8" x 6"
UTP 90	Pro	9'	29"	11	4	1	7	1½" x 10"	7' 10"	734#	cast iron	3/8" x 6"
UTPY 75	Poly Pro	71/21	29"	³⁄₃" poly	4	1	7	1½" x 10"	6' 6"	719#	cast iron	³⁄8" x 6"
UTPY 80	Poly Pro	8'	29"	3/8" poly	4	1	7	1½" x 10"	6' 11"	727#	cast iron	3/8" x 6"



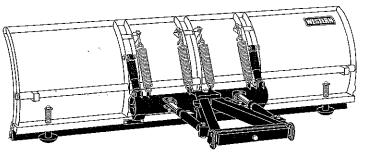
WESTERN® PLOWS



Designed for heavy duty commercial and municipal applications, the new 8', 81/2', and 9' PRO PLUS™ line fits 3/4 ton to F-550 size trucks.

- Industry first, optimum strength POWER BAR provides exceptional torsional strength and rigidity to eliminate blade twisting often seen in severe use.
- Heavy duty Tubular Quadrant is built to withstand season after season of commercial use.
- Massive Pivot Point with 1" diameter pivot bolt to ease nose plate stress.
- A-Frame construction is 3" square tubing for increased strength.
- High-strength steel base channel gives extra support where it's needed most.
- Optional "Back Drag" edge makes clearing snow away from doors and other tight areas easy.

- NEW! Optional Blade Wings add to carrying capacity and reduce trail-off. Single pin for quick attach/detach.
- PRO PLUS[™] comes standard with blade guides with replaceable flags for improved operator visibility and blade positioning. Also included is the low-profile, dual beam halogen headlamps with combination park/turn signal lights that conform to federal safety standards. Vehicle light switch activates plow lights – no separate in-cab switch is needed.



Model	Plow Type	Blade Width	Blade Height	Blade Gauge	Trip Springs	Shock Absorber	Vertical Ribs	Angling Rams	Plowing Width (full angle)	Approx. Weight Less Mount	Disc Shoes	Cutting Edge
					CONT	RACTO	R GRA	DE				
UTPP 80	ProPlus™	8'	31½"	12	4	2	8	1½" x 12"	6' 11"	805#	cast iron	½" x 6"
UTPP 85	ProPlus™	8½'	311/2"	12	4	2	8	1½" x 12"	7' 4"	821#	cast iron	½" x 6"
UTPP 90	ProPlus™	9 ¹	31½"	12	4	2	8	1½" x 12"	7' 9"	837#	cast iron	½" x 6"



APPENDIX C



WESTERN PRODUCTS P.O. BOX 245038 MILWAUKEE, WI 53224-9538

A DIVISION OF DOUGLAS DYNAMICS, L.L.C.

WESTERN® SNOWPLOW COMMERCIAL LIMITED WARRANTY

WESTERN® SNOWPLOW COMMERCIAL WARRANTY

Western Products warrants to each purchaser of a WESTERN® snowplow for other than personal, family or household use that the snowplow will, for a period of two (2) years after the date of original purchase, be free from defects in material and workmanship. Western Products warrants accessories, service parts and components purchased separately for a period of one (1) year after original purchase to be free from defects in material and workmanship. If within such warranty periods any part thereof is proved to Western Products satisfaction to be defective, such part shall be repaired by Western Products or its authorized distributor or, at Western Products option, replaced f.o.b. Western Products factory without charge, including labor costs at its standard rate incurred while repairing said snowplow. Western Products obligation hereunder shall be limited to such repair or replacement and shall be further conditioned upon Western Products receiving written notice of any alleged defect and proof of original purchase within ten (10) days after its discovery and, at Western Products option, the return of the allegedly defective part to Western Products f.o.b. its factory or to its authorized distributor.

This warranty shall not apply to finish or any parts not furnished by Western Products or any damage caused by such parts, or to parts which shall have been repaired or altered by others than Western Products so as, in Western Products judgement, adversely to affect the same, or which shall have been subject to other than normal use or service, negligence, accident or improper installation, maintenance, care or storage. Western Products will not be responsible for any expense related to parts or labor which is unrelated to defects in material or workmanship of a WESTERN snowplow.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT OF TITLE), INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

WESTERN PRODUCTS LIABILITY IS EXPRESSLY LIMITED TO THE REPAIR AND REPLACEMENT OF DEFECTIVE PARTS AS HEREIN PROVIDED. WESTERN PRODUCTS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT, OR ON ANY STRICT LIABILITY THEORY.

Attachment of WESTERN snowplow to motor vehicles is at the risk and expense of the purchaser. Compliance with applicable motor vehicle regulations is the responsibility of the installer. Western Products does not assume any liability for any damage to a motor vehicle resulting from the attachment or from the use of WESTERN snowplow. Although WESTERN snowplows are designed to fit specific vehicle models, Western Products does not assume any liability for the cost of modification of the snowplow or the vehicle required to attach the snow-plow.

This warranty is not offered to purchasers of snowplows for personal, family or household purposes. A separate, "limited" warranty is offered to such purchasers.

WESTERN® is a registered® trademark of Douglas Dynamics, L.L.C.

July 1, 2000

SECTION 1 - POLICY AND PROCEDURES

The following information describes the warranty policy and procedures that should be followed for processing of all warranty claims pertaining to WESTERN® snow and ice control equipment.

This policy is extended only to authorized Western Products distributors. Western Products reserves the right at any time to change any or all of the policy and procedures or the labor flat rates. These changes become effective immediately upon written notification and will supersede any previous notices regarding policy.

The user of the product must present the bill of sale or equivalent to verify the purchase date and validate this warranty.

1.1 Product Warranty Coverage

Western Products warrants each WESTERN snowplow or spreader for a period of two (2) years after the date of original purchase, to be free from defects in material and workmanship. Western Products warrants each Suburbanite™ snowplow for a period of one (1) year after the date of original purchase, to be free from defects in material and workmanship. If within the warranty period any part is proven to Western Products' satisfaction to be defective, that part will be replaced or repaired by Western Products or its authorized distributor. (See Appendices A through E for Consumer and Commercial Limited Warranty Sheets.)

To obtain service under warranty, the product must be returned to an authorized distributor. (See section 1.5 paragraph C.) The user of the product must present the bill of sale or equivalent to verify the purchase date and validate this warranty.

1,2 Warranty Limitations

The foregoing warranty has limitations and shall **not** apply to the following:

- A. Repair of parts that are not manufactured or approved by Western Products, or any damage caused by use of such parts.
- B. Unauthorized alterations and modifications to the equipment that would cause product failure.
- C. Failure resulting from user subjecting equipment to conditions other than normal use or service.
- Failures resulting from operations other than snow removal or ice control.

- E. Repairs resulting from improperly installing, servicing, modifying, or not complying with Western Products installation instructions and procedures, Mechanics Guides, Service Bulletins, or any other literature pertaining to servicing the product.
- F. Standard product maintenance such as, but not limited to:
 - re-tightening fasteners
 - re-filling fluids
 - periodical adjustments
 - cleaning and/or greasing electrical connections
 - etc.
- G. Wear item parts replaced due to the normal operating conditions such as, but not limited to:
 - disc shoes
 - cutting edges
 - blade guides
 - etc.
- H. Parts replaced due to corrosion or contamination caused by improper maintenance or storage of equipment.
- I. Paint finish.
- Finish damage due to shipping, handling, storage, and/or use.
- K. Repairs or parts replaced due to incorrect troubleshooting of the initial repair.
- Repairs performed on the product by other than an authorized distributor or dealer. (Except as noted in Distributor Responsibility Section 1.6, paragraph C.)
- M. Repairs or damage not resulting from material defects or workmanship.
- N. Repairs or damage to motor vehicle and/or frame of vehicle as a result of installing snowplow equipment to the vehicle.
- O. Indirect cost incurred by user while plow is being repaired during warranty period such as, but not limited to:
 - lost time
 - equipment rental
 - transportation charges
 - miscellaneous charges not directly related to the product defect
 - etc.

SNOWPLOW SPECIFICATION – ULTRAMOUNT® PRO PLUS™

Subject: 8.0', 8.5' and 9.0' Readily Detachable Snowplow System

A. BLADE ASSEMBLY

- 1. Moldboard 12 Ga. (0.104") steel sheet formed to a 17.30" radius with a 1.76" diameter top curl.
- 2. Ribs eight, 0.25" thick, variable profile, electrically welded to sheet, torsion tube and 0.25" thick, high strength steel base channel.
- 3. Torsion Tube 2.00" diameter, full width, electrically welded to all eight ribs.
- 4. Cutting Edge reversible 0.50"x 6" high carbon steel C1080 attached with ten 0.63" Grade 5 carriage bolts.
- 5. Disc Shoes two, full rotation, height adjustable, austempered Ductile Iron shoes with integral 1" diameter shaft secured to blade with lynch pins. Shoe brackets shall be welded to vertical ribs.
- 6. 50 degree full blade trip.
- 7. Trip Springs four, 2.38" OD x 0.39" diameter, C1060, hard drawn, stress relieved wire, preloaded, with 0.63" x 4" eyebolts.
- 8. Shock absorbers two, 5" stroke, shielded shock absorbers to retard extension velocity and dampen blade trip return.
- 9. Blade Trip Pivot three 0.75" diameter steel pins.
- 10. Blade Guides two highly visible, vinyl coated, spring wound, with replaceable flags.
- 11. Plow Angling 30 degrees right and left.

B. A - FRAME

- Electrically welded, reinforced, 3.00" x 3.00" x 0.19" wall structural steel side tubes with 0.50" thick, formed nose plate and integral attachments for angling rams to receive 1.00" diameter pins.
- 2. Lift Chains two, 0.25" Grade 43 high test steel with 2600lb working load limit. Attached with 0.38" U-bolts.

SNOWPLOW SPECIFICATION — ULTRAMOUNT® PRO PLUS™

C. QUADRANT

- Electrically welded, reinforced, 5.00" OD x 0.25" wall structural steel tube with 0.50" thick nose plates and integral attachments for angling rams to receive 1.00" diameter pins.
- 2. A-Frame to Quadrant Angle Pivot 1.00" diameter Grade 5 bolt.

D. LIFT FRAME

- Lift frame to have provision for attachment of out front hydraulics and light kit.
- 2. Lift Arm 0.25" x 2" formed bar welded with a 7 Ga. steel cover.
- 3. Two Plow Stands Self-storing and adjustable integrated into the plow attachment mechanism. Connecting hook and lever with integral with a 0.50" lock pin.
- 4. Lift Frame Two piece lift frame with tubular construction. Lower lift frame to include drive in plow alignment horns.

E. MOUNT

- 1. Custom designed, electrically welded, structural steel mounting readily adaptable to truck frame.
- 2. Attached to truck with Grade 5 fasteners.
- 3. Vehicle, with mount attached, shall meet federal motor vehicle safety standards by compliance or by vehicle manufacturing approval.
- 4. Removable receiver brackets for additional ground clearance.

F. PAINT

- 1. Plow blade shall be made of shot blasted steel and cleaned with phosphate solution and have baked-on red polyester powder coating.
- 2. A-Frame, Quadrant and Lift Frame- shall be made of shot blasted steel and cleaned with phosphate solution and have baked-on black powder coating.

SNOWPLOW SPECIFICATION – ULTRAMOUNT® PRO PLUS™

G. HYDRAULICS

- Electric solenoid activated and detachable with lift.
- 2. A vented front mounted hydraulic unit consisting of a fixed displacement gear pump, with 1750 PSI relief, direct tang driven by a 4.50" 12 volt DC motor.
- 3. Filter screen will be immersed in a steel deep drawn reservoir.
- 4. Valve manifold shall contain three side mounted and covered solenoid cartridge valves, cushion relief valves set at 4000 to 4200 PSI, and a quill adjustment screw to adjust blade drop speed.
- 5. One 1.50" x 8" lift ram and two 1.50" x 12" angling rams each with a rod seal, a wiper ring and a gland nut. All of the single acting rams will have a filter screen built into the port end.
- 6. Hydraulic hoses shall be 0.25" steel braided SAE 100R1.
- Hydraulic unit shall be controlled by a single lever in-cab control. Control shall be equipped with an on/off switch and indicator light. Control can be floor or dash mounted.
- 8. In-cab control shall be connected to valve manifold and to the motor through an auxiliary 12 volt relay with harness. Power and control harness to have quick disconnects and covers at the grill.
- Control shall allow plow to be in float when lowered and also be able to angle left or right when in float.
- 10. Unit shall be grounded to negative terminal on vehicle battery.
- 11. Hydraulic fluid shall be MIL5606 equivalent standard transmission fluid (ATF) or aircraft hydraulic oil for low-temperature operation.
- 12. Cycle times: Lift, 2.5 sec; Angle, 5.0 sec.
- 13. Hydraulic unit shall stay with plow when plow is disconnected from truck.

SNOWPLOW SPECIFICATION – ULTRAMOUNT® PRO PLUS™

H. LIGHT KIT

- 1. Rectangular dual beam halogen headlamps plus combination park and turn signals.
- 2. Vehicle specific pre-wired harness with plug-in module requiring no headlamp wire splicing.
- 3. Plow and vehicle lights automatically selected through relay system.
- 4. Heavy-duty flasher (when required).
- 5. Mounting brackets.
- 6. FMVSS 108 compliance for lights.
- 7. Lights and mounting bracket to stay with plow when disconnected from truck.

I. PLOW REMOVAL

1. Blade assembly, A-Frame, Quadrant, Lift Frame with hydraulic unit and lights all to be removed in one step from truck as one complete unit.

* SPECIFICATION SUBJECT TO CHANGE WITHOUT NOTICE *

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SUBJECT: 7-1/2' and 8' Readily Detachable Snowplow System

A. BLADE ASSEMBLY:

- 1. Moldboard 3/8" polyethylene sheet thermal vacuum formed to a 15-1/4" radius with a 3/8" x 8" rubber snow deflector and 5/16" x 2-1/2" x 2" top angle reinforcement.
- 2. Ribs seven 1/4" x 2-1/2" x 2" angles formed, electrically welded to top angle and bottom formed and welded section.
- 3. Cutting Edge reversible 3/8" x 6" high carbon steel C1080 attached with Grade 8 carriage bolts.
- Disc Shoes two, full rotation, height adjustable, austempered Ductile Iron shoes with integral 1" diameter shaft secured to blade with lynch pins. Shoe brackets shall be welded to vertical ribs.
- 5. 50 degree full blade trip.
- 6. Trip Springs four 2-3/8" OD x .393" diameter C1060 hard drawn stress relieved wire preloaded with 5/8" x 6" eyebolts.
- 7. Shock absorber 5" stroke shielded shock absorber to retard extension velocity and dampen blade trip return.
- 8. Blade Trip Pivot three 5/8" diameter Grade 5 steel bolts in reinforced rib holes.
- 9. Blade Guides two highly visible, vinyl coated, spring wound, with replaceable flags.
- 10. Plow Angling 30 degrees right and left.

B. A - FRAME:

- 1. Reinforced electrically welded 5/16" x 2-1/2" x 2-1/2" structural steel side members with formed top angles and integral attachments for angling rams to receive 3/4" diameter pins.
- 2. Lift Chains Two Grade 43, .25" high-test steel with 2600# working load limit. Attached with 3/8" U-bolts.

C. QUADRANT:

- 1. Electrically welded, reinforced 3/8"x 2-1/2"x 2" structural steel angle and 3/16"x2"x2" structural steel tube with integral attachments for angling rams to receive 3/4" diameter bolts.
- A-Frame to Quadrant Angle Pivot 3/4" diameter Grade 5 bolt.

D. LIFT FRAME:

- 1. Lift frame to have provision for attachment of out front hydraulics and light kit.
- 2. Lift Arm 1/2" x 2" formed bar welded with a 12 Ga. steel cover.
- Two Plow Stands Self-storing and adjustable integrated into the plow attachment mechanism. Connecting hook and lever with integral with a 1/2" lock pin.
- 4. Lift Frame Two piece lift frame with tubular construction. Lower lift frame to include drive in plow alignment horns.

E. MOUNT:

- Custom designed, electrically welded, structural steel mounting readily adaptable to truck frame.
- 2. It shall be attached to truck with Grade 5 fasteners.
- 3. Vehicle, with mount attached, shall meet federal motor vehicle safety standards by compliance or by vehicle manufacturing approval.
- 4. Removable receiver brackets for additional ground clearance.

F. PAINT:

- 1. Plow blade shall be made of shot blasted steel and cleaned with phosphate solution and have baked-on red polyester powder coating.
- 2. A-Frame, Quadrant and Lift Frame shall be made of shot blasted steel and cleaned with phosphate solution and have baked-on black powder coating.

G. HYDRAULICS:

- 1. Electric solenoid activated and detachable with lift.
- 2. A vented front mounted hydraulic unit consisting of a fixed displacement gear pump, with 1750 PSI relief, direct tang driven by a 4-1/2" 12 volt DC motor.
- 3. Filter screen will be immersed in a steel deep drawn reservoir.
- 4. Valve manifold shall contain three side mounted and covered solenoid cartridge valves, cushion relief valves set at 4000 to 4200 PSI, and a quill adjustment screw to adjust blade drop speed.
- 5. One 1-1/2"x 8" lift ram and two 1-1/2"x10" angling rams each with a rod seal, a wiper ring and a gland nut. All of the single acting rams will have a filter screen built into the port end.
- 6. Hydraulic hoses shall be 1/4" steel braided SAE 100R1.
- Hydraulic unit shall be controlled by a single lever in-cab control. Control shall be equipped with an on/off switch and indicator light. Control can be floor or dash mounted.
- 8. In-cab control shall be connected to valve manifold and to the motor through an auxiliary 12 volt relay with harness. Power and control harness to have quick disconnects and covers at the grill.
- 9. Control shall allow plow to be in float when lowered and also be able to angle left or right when in float.
- 10. Unit shall be grounded to negative terminal on vehicle battery.
- 11. Hydraulic fluid shall be MIL5606 equivalent standard transmission fluid (ATF) or aircraft hydraulic oil for low-temperature operation.
- 12. Cycle times: Lift, 2 sec; Angle, 4 sec.
- 13. Hydraulic unit shall stay with plow when plow is disconnected from truck.

H. LIGHT KIT:

- 1. Rectangular dual beam halogen headlamps plus combination park and turn signals.
- 2. Vehicle specific pre-wired harness with plug-in module requiring no headlamp wire splicing.
- 3. Plow and vehicle lights automatically selected through relay system.
- 4. Heavy-duty flasher (when required).
- 5. Mounting brackets.
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