



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  
 708EC002

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 MICHAEL AUSTIN  
 304-558-2316

VENDOR

\*115103329      304-255-1441  
 J&J FABRICATING & TRAILERS INC  
 PO BOX 238  
 STANAFORD WV 25927

SHIP TO

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

DATE PRINTED 09/25/2007	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 10/03/2007		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 10/03/07 @1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA		765-61		
SRIC SNOWPLOW - PICKUP TRUCK PLOW						
***** THIS IS THE END OF RFQ 708EC002 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-255-1441	DATE 9-27-07
TITLE <i>[Signature]</i>	FEIN 53-075-2149	ADDRESS CHANGES TO BE NOTED ABOVE

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

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:

Boss superduty series

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 Boss 7'6" poly with superduty plow

8 Foot Boss 8' poly superduty

8 1/2 Foot Boss 8'6" superduty

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

If not, why? \_\_\_\_\_

SIGN IN SHEET  
RFQ # 708EC002  
Date: 9-17-07

Firm & Representative Name: Mailing Address: Phone, Fax, & E-Mail:  
1. Don Weese D.O.H. P \_\_\_\_\_  
Todd Campbell F \_\_\_\_\_  
E-mail \_\_\_\_\_

2. Michael P Grady PO Box 473 P 346-5301  
WV Tractor Co Chas, WV 25322 F 346-5305  
E-mail wvtractor@msn.com

3. Curt McMillion PO, Box 237 P (304) 255-1441  
J&J Fabricating STANFORD, WV F (304) 255-0516  
E-mail jaudjfabricating@ suddenlink.net  
@suddenlink.net.com

4. Len Hancock 1825 Earl Cone Rd. P 292 1307  
LH Jones Equip. Morgantown, WV 26505 F 292 6641  
E-mail len@lhjones.com

5. \_\_\_\_\_ P \_\_\_\_\_  
\_\_\_\_\_ F \_\_\_\_\_  
E-mail \_\_\_\_\_

Please print or write legibly!

Your fax # is essential to contact you timely!



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VENDOR

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DATE PRINTED <b>08/21/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>10/03/2007</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-61		
<p>SRIC SNOWPLOW - PICKUP TRUCK PLOW</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE SRIC SNOWPLOW - PICKUP TRUCK PLOW WITH OPTIONS OF 7 1/2 FOOT, 8 FOOT, OR 8 1/2 FOOT PLOW PER THE ATTACHED SPECIFICATIONS.</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 09/17/2007. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 EST.) ON 09/06/2007.</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION          MICHAEL AUSTIN          2019 WASHINGTON ST. E.          CHARLESTON, WV. 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, EMAIL, OR REGULAR MAIL          EMAIL: MAUSTIN@WVADMIN.GOV          FAX: 304-558-4115</p> <p>IT IS THE VENDDRS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2316</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-255-1441	DATE 9-27-07
TITLE Purch.	FEIN 55-075-2148	ADDRESS CHANGES TO BE NOTED ABOVE

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



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DIVISION OF HIGHWAYS  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/21/2007				

BID OPENING DATE: **10/03/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>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. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **304-255-1441** DATE **8-27-07**

TITLE *[Signature]* FEIN **55-075-2148** ADDRESS CHANGES TO BE NOTED ABOVE

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08/21/2007				

BID OPENING DATE: **10/03/2007** BID OPENING TIME **01:30PM**

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-255-1441	DATE 9-27-07
TITLE WOS	FERN 55-075-2198	ADDRESS CHANGES TO BE NOTED ABOVE

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PURCHASER

SUPPLIER

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/21/2007				

BID OPENING DATE: **10/03/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	GA NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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><input type="checkbox"/> 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 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> <p><input type="checkbox"/> 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</p>						

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SIGNATURE 	TELEPHONE 304-255-1441	DATE 9-27-07
TITLE M.A.	FEIN 55-078-2198	ADDRESS CHANGES TO BE NOTED ABOVE

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DIVISION OF HIGHWAYS  
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 ROUTE 33  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/21/2007				

BID OPENING DATE: **10/03/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 &amp; 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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-255-1441	DATE 9.27.07
TITLE Proc.	FEN 55-075-248	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ COPY

RFQ COPY

DIVISION OF HIGHWAYS  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	P.O.B.	FREIGHT TERMS
08/21/2007				

BID OPENING DATE: **10/03/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDER: <u>J &amp; J Fabricating &amp; Tanks Inc.</u></p> <p>DATE: <u>9.26.07</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>Pics</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> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<u>[Signature]</u>	<u>304-255-1441</u>	<u>9-27-07</u>
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
<u>Pics</u>	<u>55-075-2148</u>	

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SHIP TO

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BID OPENING DATE: **10/03/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				43		
RFQ. NO.:				708EC002		
BID OPENING DATE:				10/03/2007		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304-255-0516		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Joe Cox, Curt McMillan		
***** THIS IS THE END OF RFQ 708EC002 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-255-1441	DATE 9-27-07
TITLE Cox	FEIN 55-075-2148	ADDRESS CHANGES TO BE NOTED ABOVE

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS  
NO. 023-1-C

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

1.0 PURPOSE

It is the purpose of these specifications to describe a 7 1/2 Foot, 8 Foot, or 8 1/2 Foot Plow (hereinafter referred to as a "plow" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

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

3.0 SPECIFICATIONS

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

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

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

3.2 MANDATORY SPECIFICATIONS

All specifications preceded by "shall and/or must" or are stated as a "minimum and/or maximum" are mandatory. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section may also be grounds for immediate disqualification at the discretion of the State.

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ. Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference. The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.

4.0 REPRESENTATIVE UNIT FOR TEST

The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid shall be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendors expense.

4.1 CONDITION OF UNIT(S) UPON DELIVERY

*will be deleted*  
~~All units must arrive at the prescribed delivery point having been completely preserviced with oil, lubricants, and coolant.~~ All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

4.2 DELIVERY

Delivery point of the completely assembled representative unit will be the DOH, Equipment Division, Route 33 at Brushy Fork Road, Buckhannon, West Virginia (26201).

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 90 days. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. **Delivery terms shall be stated in the bid and the State reserves the right to accept or negotiate such terms.** Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.**

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

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

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

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

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

## 5.0 AWARD CRITERIA

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

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

## 6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

### 6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

**The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit.** The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently

be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 2007 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

**An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts manuals.**

\* **NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.**

6.3 TRAINING:

**Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract. Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.**

**Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual.**

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

**Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventive Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc.**

**The successful vendor shall furnish all training aids; i.e., videos, projectors, etc. required in conducting the training.**

6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing

manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. **The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.**

**A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for this unit.**

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

#### 6.6 EVALUATION COMMITTEE REQUIREMENTS

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

#### 6.7 UNSPECIFIED ACCESSORIES & FEATURES

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

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

- 7.0 SPECIFICATIONS OF THE QUOTED ITEM ARE AS FOLLOWS:
- 7.1 Moldboard:
- 7.1.1 OPTION #1 - Overall width: 7 ½ foot plow to be polyethylene sheet with snow deflector mounted at top
- 7.1.2 OPTION #2 - Overall width: 8 foot plow to be polyethylene sheet with snow deflector mounted at top
- 7.1.3 OPTION #3 - Overall width: 8 ½ foot plow with snow deflector mounted at top
- 7.1.4 **Snow deflector shall be rubber with top reinforcement.**
- 7.2 Ribs to be electrically welded to top and bottom angle
- 7.3 Formed steel plow shoes to be provided, height adjustable
- 7.4 **Trip springs to be provided on unit and shall have shielded shock absorber for dampening blade trip return**
- 7.5 **Blade must pivot to follow contour of road**
- 7.5.1 **Two (2) highly visible vinyl coated spring wound blade guides shall be provided**
- 7.6 **Plow to angle 30 degrees minimum right and left**
- 7.7 Frame and quadrant to be manufacturers heaviest duty available
- 7.8 Lift chains to be high test steel with 2600 lb. working load limit (hydraulic lift will be acceptable)
- 7.9 Lift frame to have provision for out front hydraulics and light kit
- 7.9.1 Two (2) self storing adjustable plow stands to be integrated into the plow attachment mechanism. Stands to have connecting hook and lever with integral lock pin
- 7.9.2 Lift frame to be two (2) piece construction, **and lower lift frame must include drive in alignment horns**



- 7.10 Plow stands to be provided for storage
- 7.11 Hydraulics to be electric solenoid activated
- 7.12 Blade drop speed to be adjustable
- 7.13 Hydraulics to be controlled by a single lever in cab control with on/off switch and indicator light
- 7.14 Unit to have an isolation module feature to isolate plow control from vehicle's sensitive electronic system
- 7.15 Control to allow a float position when lowered and be able to angle left or right when in float
- 7.16 Unit to be grounded to negative terminal of battery
- 7.17 Hydraulic unit to stay with plow when disconnected from vehicle
- 7.18 Dual beam halogen headlamps plus combination park and turn signals mounted in combination with plow unit
- 7.19 Vehicle specific pre-wired harness to be provided. (Headlamp wire splicing is unacceptable.)
- 7.20 Blade assembly, A-frame, quadrant, and lift frame with hydraulic unit and lights all to be removed in one step from truck as one complete unit.
- 7.21 Power and control harness to have quick disconnects and covers at grille
- 7.22 Unit to be painted manufacturers standard color
- 7.23 **Vendor must certify that unit offered will comply with "Occupational Safety and Health Act of 1970" and subsequent amendments.**
- 7.24 **Advertisement: Vendors are permitted to attach a permanent metal plate 4" x 6" maximum size to the unit for identification. All other types of advertising, decals, labels, etc. will interfere with West Virginia Division of Highway's standards and are not permitted.**

NOTE: Vendors should type Bidder's Evaluation Report

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT  
NO. 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.

Reference Requisition No.: 708EC002

Bidder's Name: S&J Fabricating & Trailers Inc.

Address: P.O. Box 238, STANFORD, WV 25927

Telephone Number: 304-255-7441

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: 13 YRS.

X3.2 Have you complied with all mandatory specifications noted in bold print?  YES  NO

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 5 Calendar Days After Date of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 10 Calendar Days After Date of Purchase Agreement

X5.0 AWARD CRITERIA;

<b>X5.1 Prices for quantities of 7 1/2 Foot</b>	1-10	<u>3162.70</u> per unit
	11-20	<u>3102.70</u> per unit
	21 and over	<u>2802.14</u> per unit

<b>Prices for quantities of 8 Foot</b>	1-10	<u>3307.20</u> per unit
	11-20	<u>3257.20</u> per unit
	21 and over	<u>3006.69</u> per unit

<b>Prices for quantities of 8 1/2 Foot</b>	1-10	<u>3211.15</u> per unit
	11-20	<u>3161.15</u> per unit
	21 and over	<u>2910.64</u> per unit

X6.0 SPECIFICATIONS - GENERAL

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

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

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH.

DESCRIPTION: \_\_\_\_\_ MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ PURCHASE AMOUNT: \_\_\_\_\_

ENGINE: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ FUEL TYPE: \_\_\_\_\_

HORSEPOWER: \_\_\_\_\_ CYLINDER: \_\_\_\_\_ ENGINE SERIAL: \_\_\_\_\_

COOLING SYSTEM CAPACITY: \_\_\_\_\_

BELTS:	DESCRIPTION:	PART NUMBERS:
_____	_____	_____
_____	_____	_____

GVW: \_\_\_\_\_ AXLE CAPACITY: FRONT: \_\_\_\_\_ REAR: \_\_\_\_\_

TIRES: FRONT MAKE & SIZE: \_\_\_\_\_

REAR MAKE & SIZE: \_\_\_\_\_

DIMENSIONS OF UNIT: LENGTH: \_\_\_\_\_ WIDTH: \_\_\_\_\_ LENGTH: \_\_\_\_\_

VENDOR CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

PARTS:

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

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

X6.3 TRAINING:

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

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

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

If NO, explain time frame \_\_\_\_\_

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

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

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

X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached?  YES  NO

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

Describe: Except normal wear items, such as cutting edges  
+ plow shoes

**X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE**

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

S&S Fabricating, Beckley W.V.  
\_\_\_\_\_

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

S&S Fabricating, Beckley W.V. All parts for each plant are kept in stock under normal sales conditions  
\_\_\_\_\_

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

- A. Terms: Net 30      Manufacturer's published list price less: 20 % discount
- B. Terms: Net 60      Manufacturer's published list price less: 15 % discount
- C. Terms: Net 90      Manufacturer's published list price less: 10 % discount

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

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

- A. Shop Rate      \$ 55.00 per mechanic hour Flat Rate
- 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      \$ 55.00 per mechanic hour Flat Rate
- E. Specify period of time that prices are in effect: 2 yrs
- F. Surcharge for miscellaneous items: 0 %

**X6.6 EVALUATION COMMITTEE REQUIREMENTS**

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination?  YES  NO

**X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry?**  
 YES  NO

**X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?**  
 YES  NO

**X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?**  
 YES  NO

**X7.0 SPECIFICATIONS OF THE QUOTED UNIT**

The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications.

**Manufacturer:** Boss Snowplow **Model:** 7'6 poly, 9' poly & 8'6" super duty

**X7.1 Moldboard:**

**X7.1.1 OPTION #1 - Will you provide a 7 1/2 foot plow - polyethylene sheet with snow deflector mounted at top?**  
 YES  NO

**X7.1.2 OPTION #2 - Will you provide an 8 foot plow - polyethylene sheet with snow deflector mounted at top?**  
 YES  NO

**X7.1.3 OPTION #3 - Will you provide an 8 1/2 foot plow with snow deflector mounted at top?**  
 YES  NO

**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**  
 YES  NO

**X7.3 Will formed steel plow shoes be provided, height adjustable**  
 YES  NO

**X7.4 Will trip springs be provided on unit and have shielded shock absorber for dampening blade trip return**  
 YES  NO

- X7.5 Does blade pivot to follow contour of road  YES  NO
- X7.5.1 Will two (2) highly visible vinyl coated spring wound blade guides be provided  YES  NO
- X7.6 Plow angle \_\_\_\_\_ degrees to right and left
- X7.7 Is frame and quadrant manufacturers heaviest duty available  YES  NO
- X7.8 Are lift chains high test steel with 2600 lbs. working load limit  YES  NO
- Hydraulic lift  YES  NO
- X7.9 Does lift frame have provision for out front hydraulics and light kit  YES  NO
- X7.9.1 Two (2) self storing adjustable plow stands integrated into the plow attachment mechanism  YES  NO  
*2 not required, 1 acceptable*  
 Do stands have connecting hook and lever with integral lock pin  YES  NO
- X7.9.2 Is lift frame 2 piece construction and lower lift frames include drive in alignment horns  YES  NO
- X7.10 Will plow stands be provided for storage  YES  NO
- X7.11 Are hydraulics electric solenoid activated  YES  NO
- X7.12 Is blade drop speed adjustable  YES  NO
- X7.13 Are hydraulics controlled by a single lever in cab control with on/off switch and indicator light  YES  NO
- X7.14 Does unit have an isolation module feature to isolate plow control from vehicle's sensitive electronic system?  YES  NO
- X7.15 Does control allow a float position when lowered and able to angle left or right when in float  YES  NO
- X7.16 Is unit grounded to negative terminal of battery  YES  NO
- X7.17 Does hydraulic unit stay with plow when disconnected from the vehicle  YES  NO
- X7.18 Are there dual beam halogen headlamps plus combination part and turn signals mounted in combination with plow unit  YES  NO
- X7.19 Will a vehicle specific pre-wired harness be provided  YES  NO



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  YES  NO

X7.22 Describe propose method of painting: Powder coat Primer & Paint  
\_\_\_\_\_  
\_\_\_\_\_

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  YES  NO

X7.9.1 unit is designed to have only 1 spring shoe

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: JSS FABRICATING

Signed: [Signature]

Title: Pres

Date: 9-26-07

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](http://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: SxJ Fabricating

Authorized Signature: [Signature] Date: 9-26-07

STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON STREET, EAST  
POST OFFICE BOX 50130  
CHARLESTON, WEST VIRGINIA 25305-0130  
02/20/2007

JOE COX  
J&J FABRICATING & TRAILERS INC  
PO BOX 238

STANAFORD WV 25927

THIS IS TO CONFIRM RECEIPT OF YOUR VENDOR REGISTRATION FEE. PAYMENT OF THE FEE ENABLES YOU TO PARTICIPATE IN THE PURCHASING DIVISION'S COMPETITIVE BID PROCESS AND ENTITLES YOU TO A ONE-YEAR SUBSCRIPTION TO THE WEST VIRGINIA PURCHASING BULLETIN. A NEW ISSUE OF THE WEST VIRGINIA PURCHASING BULLETIN IS POSTED ON OUR WEB SITE EACH WEEK. BID OPPORTUNITIES ESTIMATED AT \$25,000 OR MORE ARE ADVERTISED IN THIS PUBLICATION. WE ENCOURAGE YOU TO LOG ON AND VIEW THE BULLETIN EVERY FRIDAY SO AS NOT TO MISS IMPORTANT BIDDING OPPORTUNITIES. OUR WEB ADDRESS IS:

[HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE](http://www.state.wv.us/admin/purchase)

IN ORDER TO ACCESS THE WEST VIRGINIA PURCHASING BULLETIN, YOU WILL NEED YOUR VENDOR NUMBER, GROUP NUMBER (IF ANY), AND YOUR PASSWORD WHICH ARE PRINTED BELOW. YOUR ACCESS WILL BECOME EFFECTIVE ON THE FIRST MONDAY AFTER 02/20/2007, STATE HOLIDAYS EXCLUDED.

HELPFUL TIPS: YOUR COMPUTER-GENERATED VENDOR NUMBER BEGINS WITH AN ASTERISK, BUT DO NOT USE THE ASTERISK WHEN LOGGING IN. ALSO, OUR LOGIN SCRIPT IS CASE SENSITIVE. THEREFORE, IF YOUR VENDOR NUMBER CONTAINS A CHARACTER LIKE A, B, OR C, PLEASE TYPE IT IN UPPER CASE.

IF YOU HAVE QUESTIONS, FEEL FREE TO CONTACT US AT 304-558-2311 OR TEAM@WVADMIN.GOV. THANK YOU.

SINCERELY YOURS,



VENDOR REGISTRATION

VENDOR NUMBER : \*115103329  
GROUP NUMBER :  
PASSWORD : 16798

ISSUES OF CONCERN FROM VENDORS LETTERS PRIOR TO PRE-BID

SRIC SNOWPLOW – PICKUP TRUCK PLOW  
WITH OPTIONS OF 7 1/2 FOOT, 8 FOOT, OR 8 1/2 FOOT PLOW– 708EC002

W. Va. Tractor

Management

4.1 – Snow plow electric/hydraulic pumps have  
Always been shipped direct from the factory without oil.  
Is this still acceptable?

Leave as written – OK in past OK now

4.2 – Snow plows are not shipped assembled, and the WVDOH  
Will do the mounting. Is this still acceptable?

Leave as written – OK in past OK now

4.2 – Will all plows be shipped to Buckhannon as  
Shown on Page 1?

Leave as written

7.1 – I understand that these plows will only be  
mounted on 17,500 lb. GVW cab and chassis with dual rear  
wheels. If that is the cast, 7.5" and 8.0' plows are of  
limited use, since when angled they may not be as wide  
As the dual rear wheels. I suggest adding a blade height  
dimension of 31.5" to the plows that will be used on  
17,500 GVW trucks and 29" for plows to be mounted on  
large pick-up trucks. Also, I suggest listing the trucks that  
each length plow will be mounted on. These two  
factors will define the weight and model of the plows  
we can offer.

Poly Plows

No Plows + Spreaders on Pick-ups

ALL FORD 550 AT THIS TIME  
06 or 07 models

Leave as written

7.3 – Cast iron shoes are standard and desired for these  
Plows.

Leave as written

7.7 – "Heaviest frame and quadrant" can be  
Misleading. See 7.1

Leave as written

Heaviest available plow grade

27 to 29 plows

L.H. Jones

Management

4.1 – Condition of Unit(s) Upon Delivery

- a. Normally, plow power units are shipped empty; the oil is in a separate bottle and must be added after the plow is installed. Plows have been supplied this way in the past. Will this be acceptable? I believe the specification is Directed toward complete vehicles.

Leave as written – OK in past OK now

7.1.1 – 7.1.2 & 7.7

- a. 7.7 States that the “frame and quadrant to be manufacturers heaviest duty available” however, the heaviest duty “frame and quadrant” are not available with the 7 1/2 foot and 8 foot polyethylene plows that are requested in 7.1.1 and 7.1.2. The heaviest duty “frame and quadrant” are available in those lengths with a steel plow, but not poly. Could you clarify if the state would like:
- i. the less heavy duty “frame and quadrant” with the poly plows, or
  - ii. the heaviest duty “frame and quadrant” with steel plows

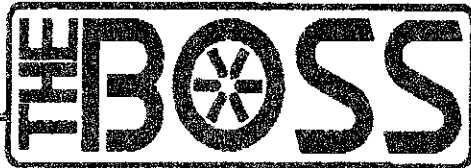
Leave as written

7.3 – Can cast iron shoes be supplied? Again, they have been supplied in the past as acceptable.

Leave as written

6.1 – Can you indicate that all three models are to be Listed on the evaluation report?

Change will be made to Bidder's Evaluation Report



**SNOWPLOW**

Manufactured by BOSS Products  
A Div. of Northern Star Industries, Inc.

908-778-3375  
888-492-6841  
906-779-4218 (FAX)

P.O. Box 787  
Iron Mountain, MI 49801-0787  
E-Mail: [sales@bossplow.com](mailto:sales@bossplow.com)  
Web Site: [www.bossplow.com](http://www.bossplow.com)

<b>COMPANY:</b>	J&J Fabricating	<b>FAX:</b>	Directory
<b>ATTN:</b>	Joe	<b>DATE:</b>	September 26, 2007
<b>FROM:</b>	Teresa Steele	<b>PAGES:</b>	1

**MESSAGE:**

Hello! Following please find the additional bid information for the 2007-2008 West Virginia State Bid:

7'6" Poly Straight Plow w/ Super Duty Plow Box

STB03262 - \$654.00

STB04635 - \$1,697.00

LTA0\*\*\*\* - \$307.00

STB09604 - \$271.00

Total Price = \$2,929.00

Less 15% = \$2,489.65

All optional equipment for these State Trucks such as Snow Deflectors and Blade Extensions are Distributor Net less 10%.

Freight is pre-paid for groups of 20 plows.

If you have any questions or need any additional information, please contact your salesman Chuck Schmidt at 330-467-0427. Thank you!

**2007-2008 BOSS Pricing (West Virginia State Bid)**  
**Complete Plow Pricing w/ SmartTouch2 Control**  
**(Light Adapter Optional)**

	20-99 Deferred Pricing	Less 15%
<b>Power V Snowplows</b>		
7'6" Power V w/ RT3 SmartHitch2	\$3,306.00	\$2,810.10
8'2" Power V w/ RT3 SmartHitch2	\$3,393.00	\$2,884.05
8'2" Power POLY V w/ RT3 SmartHitch2	\$3,605.00	\$3,064.25
8'2" Power V-XT w/ RT3 SmartHitch2	\$3,605.00	\$3,064.25
9'2" Power V w/ RT3 SmartHitch2	\$3,558.00	\$3,024.30
9'2" Power POLY V w/ RT3 SmartHitch2	\$3,735.00	\$3,174.75
9'2" Power V-XT w/ RT3 SmartHitch2	\$3,735.00	\$3,174.75
10'0" Power V w/ RT3 SmartHitch2	\$4,714.00	\$4,006.90

<b>Sport Duty Snowplows - Full Trip</b>		
7'0" Sport Duty Poly Straight Plow w/ RT3 (SmartHitch2 Optional)	\$2,507.00	\$2,130.95
7'6" Sport Duty Poly Straight Plow w/ RT3 (SmartHitch2 Optional)	\$2,561.00	\$2,176.85

<b>Straight Blade Snowplows - Full Trip</b>		
7'6" Standard Duty Straight Plow w/ RT3 (SmartHitch2 Optional)	\$2,648.00	\$2,250.80
7'6" Poly Std Duty Straight Plow w/ RT3 (SmartHitch2 Optional)	\$2,817.00	\$2,394.45
7'6" Super Duty Straight Plow w/ RT3 (SmartHitch2 Installed)	\$2,870.00	\$2,439.50
8'0" Super Duty Straight Plow w/ RT3 (SmartHitch2 Installed)	\$2,954.00	\$2,510.90
8'0" Poly Super Duty Straight Plow w/ RT3 (SmartHitch2 Installed)	\$3,099.00	\$2,634.15
8'0" Super Duty XT Straight Plow w/ RT3 (SmartHitch2 Installed)	\$3,178.00	\$2,701.30
8'6" Super Duty Straight Plow w/ RT3 (SmartHitch2 Installed)	\$2,986.00	\$2,538.10
8'6" Super Duty XT Straight Plow w/ RT3 (SmartHitch2 Installed)	\$3,239.00	\$2,753.15
9'0" Super Duty Straight Plow w/ RT3 (SmartHitch2 Installed)	\$3,075.00	\$2,613.75
9'0" Super Duty XT Straight Plow w/ RT3 (SmartHitch2 Installed)	\$3,299.00	\$2,804.15
10'0" Super Duty Straight Plow w/ RT3 (SmartHitch2 Installed)	\$3,872.00	\$3,291.20

<b>Straight Blade Snowplows - Trip Edge</b>		
7'6" Trip Edge Super Duty Str Plow w/ RT3 (SmartHitch2 Installed)	\$3,017.00	\$2,564.45
8'0" Trip Edge Super Duty Str Plow w/ RT3 (SmartHitch2 Installed)	\$3,082.00	\$2,619.70
9'0" Trip Edge Super Duty Str Plow w/ RT3 (SmartHitch2 Installed)	\$3,261.00	\$2,771.85

<b>Skidsteer Snowplows - Trip Edge</b>		
7'6" Trip Edge Super Duty Straight Skidsteer Plow	\$1,779.00	\$1,512.15
8'0" Trip Edge Super Duty Straight Skidsteer Plow	\$1,844.00	\$1,567.40
9'0" Trip Edge Super Duty Straight Skidsteer Plow	\$2,023.00	\$1,719.55

<b>Tailgate Spreaders</b>		
Tailgate Spreader - TGS 1100 (11 cu. ft.) w/ Slide-In Attachment	\$1,076.00	\$914.60
Tailgate Spreader - TGS 600 (6 cu. ft.) w/ Slide-In Attachment	\$926.00	\$787.10

\*Any light adapters can be calculated at 15% off Dist. Net

\*\*Any optional equipment can be calculated at 10% off Dist. Net





**BOSS Products**  
A Division of Northern Star Industries, Inc.

906-776-3375

800-286-4155

E-Mail: [sales@bossplow.com](mailto:sales@bossplow.com)

P.O. Box 787

Iron Mountain, MI 49801-0787

Web Site: [www.bossplow.com](http://www.bossplow.com)

# FAX

<b>To:</b>	J&J FAB	<b>From:</b>	Sandy Lantz
<b>Attn:</b>	To Whom It May Concern:	<b>Pages:</b>	1
<b>Fax:</b>		<b>Date:</b>	9/25/2007
<b>Re:</b>	Per Chuck Schmidt	<b>CC:</b>	

Urgent     
  For Review     
  Please Comment     
  Please Reply

## MESSAGE:

Chuck mentioned you wanted a rate quote for 1 plow to Buchanan West Virginia, 26201. We have estimated the shipment at 1000 lbs and the rate quote is approximately \$300.51 per plow through Fed-Ex Freight.

If you were to ship a load of plows by truck, the current rate for today is \$2140.10.

If you were to have a snow deflector installed at the factory it would be \$122.54.

If you need anything else, please feel free to contact Chuck Schmidt, or myself.

Thank You.

Sandy Lantz  
BOSS Products  
Customer Service

PUSHING THE EDGE

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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

228-5899

OCT 3 1:30