



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
7010EC09

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

RFQ COPY  
 TYPE NAME/ADDRESS HERE

BAKER TRUCK EQUIPMENT  
 P.O. BOX 482  
 HURRICANE, WV 25526

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/18/2010	NET 10 DAYS	MOTOR FREIGHT	BUCKHANNON, WV	PREPAID
BID OPENING DATE: 06/30/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-61	10 FT. - \$5,895.00 11 FT. - \$5,993.00	\$5,895.00 EACH \$5,993.00 EACH
<p>PROVIDE FIXED ANGLE ONE-WAY SNOWPLOW</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE FIXED ANGLE ONE-WAY HENDERSON SNOWPLOW OR EQUAL. PER THE ATTACHED SPECIFICATION.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON THURSDAY, 06/10/10 AT 11 AM IN BUILDING 15, CAPITAL COMPLEX, CHAS. WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE</p>						

RECEIVED  
 2010 JUL 26 AM 10:57  
 WV PURCHASING DIVISION

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE
<i>[Signature]</i>				304-722-3814	7/26/2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE			
SALESMAN	55-0711783				

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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TYPE NAME/ADDRESS HERE

VENDOR

BAKER TRUCK EQUIPMENT  
 P.O. BOX 482  
 HURRICANE, WV 25526

SHIP TO

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
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BID OPENING DATE: 06/30/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM, EST) ON TUESDAY, 06/01/2010</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION          ATTENTION MICHAEL AUSTIN          2019 WASHINGTON ST., E.,          CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL.          E-MAIL: MICHAEL.D.AUSTIN@WV.GOV          FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p>						

SIGNATURE			SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TITLE	SALESMAN	FEIN	TELEPHONE	DATE
		55-0711783	304-722-3814	7/26/2010
			ADDRESS CHANGES TO BE NOTED ABOVE	

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**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-2402**

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BAKER TRUCK EQUIPMENT  
 P.O. BOX 482  
 HURRICANE, WV 25526

DIVISION OF HIGHWAYS

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

DATE PRINTED <b>05/18/2010</b>	TERMS OF SALE <b>NET 10 DAYS</b>	SHIP VIA <b>MOTOR FREIGHT</b>	F.O.B. <b>BUCKHANNON, WV</b>	FREIGHT TERMS <b>PREPAID</b>
BID OPENING DATE: <b>06/30/2010</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE <b>304-722-3814</b>	DATE <b>7/26/2010</b>
TITLE <b>SALESMAN</b>	FEIN <b>55-0711783</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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**7010EC09**

PAGE:  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**MICHAEL AUSTIN  
 304-558-2402**

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

**BAKER TRUCK EQUIPMENT  
 P.O. BOX 482  
 HURRICANE, WV 25526**

SHIP TO

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

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05/18/2010	NET 10 DAYS	MOTOR FREIGHT	BUCKHANNON, WV	PREPAID
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<p>(INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: ..7010EC09.....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE 304-722-3814	DATE 7/26/2010
TITLE SALESMAN	FEIN 55-0711783	ADDRESS CHANGES TO BE NOTED ABOVE			

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# Request for Quotation

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**7010EC09**

PAGE  
**5**

ADDRESS: CORRESPONDENCE TO ATTENTION OF:  
**MICHAEL AUSTIN**  
**304-558-2402**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

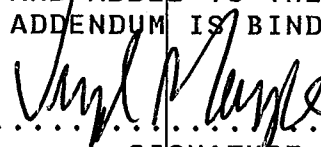
BAKER TRUCK EQUIPMENT  
 P.O. BOX 482  
 HURRICANE, WV 25526

SHIP TO


DIVISION OF HIGHWAYS  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/18/2010	NET 10 DAYS	MOTOR FREIGHT	BUCKHANNON, WV	PREPAID

BID OPENING DATE: **06/30/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ..X.....</p> <p>NO. 2 ..X.....</p> <p>NO. 3 ..X.....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: right;">             .....            SIGNATURE            BAKER TRUCK EQUIPMENT            .....            COMPANY            7/26/2010            .....            DATE         </p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-722-3814	DATE 7/26/2010
TITLE SALESMAN	FEIN 55-0711783	ADDRESS CHANGES TO BE NOTED ABOVE

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**6**

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BID OPENING DATE: <b>06/30/2010</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</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 MANNER.</p> <p>REV. 3/88</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE <b>304-722-3814</b>	DATE <b>7/26/2010</b>	
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	SEALED BID					
	BUYER: 33					
	RFQ. NO.: 7090EC09					
	BID OPENING DATE: 06/30/2010					
	BID OPENING TIME: 1:30 PM					
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-722-3829					
	CONTACT PERSON (PLEASE PRINT CLEARLY): VIRGIL MAYSE					
	***** THIS IS THE END OF RFQ 7010EC09 *****					
				PRICE EACH:	10 FT. - \$5,895.00	
				***** TOTAL:	11 FT. - \$5,993.00	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: 304-722-3814 DATE: 7/26/2010

TITLE: SALESMAN FEIN: 55-0711783 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. 020-1-N

OPEN END CONTRACT  
FIXED ANGLE ONE-WAY SNOWPLOW

1.0 PURPOSE

It is the purpose of these specifications to describe a Fixed Angle One-Way Snowplow (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, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. 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 vendor's expense.**

### 4.1 CONDITION OF UNIT(S) UPON DELIVERY

**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 135 days after receipt of purchase agreement. 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 45 calendar days after receipt 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.** 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, 2010 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 and service 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 to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

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 excluding abuse and normal wear items 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 UNIT ARE AS FOLLOWS:

The snowplow to be a Henderson Fixed Angle One-Way snowplow or equal

### 7.1 Moldboard:

#### 7.1.1 Overall Width

7.1.1.1 **OPTION #1** - 10 Foot length cutting edge

7.1.1.2 **OPTION #2** - 11 Foot length cutting edge

#### 7.1.2 Overall Height:

7.1.2.1 Not less than 30 inches high at the low end

7.1.2.2 Not less than 48 inches high at the discharge end (less the snow deflector)

**7.1.3 Moldboard Construction: 10 US Ga. 304 Stainless Steel minimum** and rolled to give the snow a free rolling action. Break formed not acceptable.

#### 7.1.4 Plow widths are as follows:

**7.1.4.1 OPTION #1 – Overall width shall be 10 foot cutting edge:**

35 degrees at 8 feet 2 inches

**7.1.4.2 OPTION #2 – Overall width shall be 11 foot cutting edge:**

35 degrees at 9 feet 11 inches

**7.1.5 Vertical Ribs: Minimum of eight (8) vertical ribs, ½ inch by 3-1/2 inch f steel.**

7.1.6 Snow Shield: An additional rubber snow shield to be provided. It should be approximately 5/16 inch x 12 inch belting and run the entire length of plow. Mounted in such a manner as not to add to overall plow height.

7.1.7 To be all continuously welded ribs, moldboard, and angles.

**7.1.8 Shall be reinforced at the top and bottom edges.** Top of the moldboard to be reinforced with an integrally structural channel 3-1/2 inch x 2-1/2 inch x 3/8 inch. Formed not acceptable. Bottom angle of not less than 4 inch x 4 inch x ¾ inch angle gusseted.

**7.2 Cutting Edge:**

**7.2.1 The cutting edge shall be sectioned, standard AASHO punched. Shall be 1/2 inch x 6 inch, full length of high carbon steel and to have 11/16 inch square holes punched with standard punching**

**7.2.2 Edge shall be replaceable and fastened by 5/8 inch, Grade 5 carriage bolts**

7.2.3 A heavy skid shoe (4 inch x 12 inch minimum) is attached to the extreme right hand underside at the cutting edge reinforcement to support the outer end of moldboard

**7.3 Safety Trip Mechanism:**

**7.3.1 Tripping mechanism must be attached to semi-circle and moldboard ribs. These shall be done with compression springs. Extension springs not acceptable.**

**7.3.2 Springs shall be two (2) external compression springs sitting inside (2) moldboard adjusting struts made from two (2) ½ inch x 2.5 inch bars sliding to a ¾ inch x 2.5 inch center bar with an overall length of 39.5 inches.**

**7.3.3 The trip mechanism must hold the plow rigid in the plowing position and trip automatically when the cutting edge comes in contact with an obstruction then return to normal plowing position.**

#### 7.4 Push Frame:

**7.4.1 Push frame shall be of all welded construction designed per manufacturer's heavy duty specifications. Push frame shall be no less than 120 inches in length for 10 foot and 132 inches in length for 11 foot plow made of 4 inch x 4inch x 3/8 inch structural tube.**

**7.4.2 Moldboard to push frame connection to be by a minimum of seven (7) hinges with each hinge having a fully welded in bushing to house pin. Bushings shall be 1-1/4 inches mounted to two (2) 5/8 inch mounting ears for total bearing surface per bushing of 2-1/2 inches.**

**7.4.3 The plow push frame shall be equipped with an oscillating center pin of plow portion hitch of 2 inch with push plate being 1 inch x 33 inch x 5 inches feature to permit the plow to follow uneven road surfaces. Semi-Circle shall be 3-1/2 inches x 3-1/2 inches x 1/2 inches.**

**7.4.3.1 Push frame shall be equipped with a quick hitch connection system.**

#### 7.4.4 Fixed Angle Mechanism:

**7.4.4.1 The "A" frame is made from 4 inch Channel with 2.5 inch flanges supporting a 2 inch center reversing pin mounted in a 3 inch, 1/2 inch wall tube and having a grease fitting. The push ends are welded to a 1 inch x 33 inch x 5 inch base plate having a 2 inch pivot hole for the oscillator bar to attach to.**

**7.4.4.2 Shall have no power angle cylinders**

**7.4.4.3 A-Frame shall be fixed to the reversing semi-circle to a 35-degree angle with discharge to the curb side/passenger side of vehicle.**

#### 7.4.5 Skid Shoes:

**7.4.5.1 Caster mounted carbide mushroom type shoes, one (1) each side shall be provided.**

**7.4.5.2 Manufacturer's standard adjusting mechanism shall be included.**

#### 7.5 Hitch:

**7.5.1 Designed as a universal heavy duty type unit to carry plows of weight specified when mounted on 32,000 pound class trucks minimum.**



- 7.5.2 The hitch shall be a bumper to frame type universally adaptable to any conventional truck and to accommodate the tilt front end on the carrier.**
- 7.5.2.1 Hitch shall be attached to truck's frame rails.**
- 7.5.2.2 Hitch to include a lift system designed at a rated capacity of 8,000 lbs minimum. Lift cylinder must be same size as plows reversing cylinder for WVDOH's interchangeability.**
- 7.5.3 Truck Portion Hitch Attachment of WVDOH quick release design.:**
- 7.5.3.1 Hitch frame height shall be 33- 5/8 inches and hitch width of 26 inches**
- 7.5.3.2 Hitch frame members are ½ inches x 4 inches x 4 inches structural angle or tubing. This hitch is low profile for access to the truck's engine compartment.**
- 7.5.3.3 The lift arm and lift frame shall be designed to accept a 4 inch lift cylinder with nitrided cylinder tube. Cylinders pins are to be 1 inch cold rolled steel..**
- 7.5.3.4 Self-storing lift arm, accomplished by pulling one (1) 1 inch pin and folding the cylinder up, allows you to re-pin to store.**
- 7.5.3.5 The telescopic lift arm shall be manufactured of 4 inch x 4 inch x 3/8 inch square outer tubing and 3 inch x 3 inch x 3/8 inch square inner tubing. The lifting plate shall be 3/8 inch x 4 inch flat material and have two (2) banjo-type chain eyes able to accept ½ inch chain as well as the weight of the plow. Shall also have two (2) stabilizer arms mounted to receiver tube of telescoping arm and outside pivot of hitch.**
- 7.5.4 Shall provide custom ½ inch Grade 50 or better cheek plates which are to be bolted welded or bolted to main hitch and to allow for bolting to truck's frame rail.**
- 7.6 Hydraulic System: Hydraulic pressure will be supplied from the truck central hydraulic system through a lift valve and reversing valve (main bank valve) to the plow lift and reversing cylinders. The vendor shall be required to supply the following hydraulic components:**
- 7.6.1 One (1) 4 inch lift cylinder with 10 inch stroke double-acting hydraulic lift cylinder (even if we only use one (1) line fitting in upper end with breather), clevis pinned top and bottom.**
- 7.6.2 Two (2) - four (4) inch double acting hydraulic reversing cylinders**
- 7.6.3 Three (3) pieces of two (2) wire hydraulic pressure hose one-quarter (1/4) inch diameter and approximately ten (10) feet long. Each hose must be equipped with:**

- 7.6.3.1 **One (1) quick coupler at plow end with dust caps. Prefer Snap-Tite Couplers VHN-8 Nipple Hose, VHN-8 Nipple Reverse Cylinder, VHC-8 Nipple Reverse Cylinder 90° Fitting.**
- 7.6.3.2 **Two (2) crimp-type hose fittings with male JIC 370 threads. One (1) to mate with swivel and the other to mate with quick coupler.**
- 7.6.3.3 **One (1) JIC 370 - swivel - 90°elbow/male JIC 370.**
- 7.6.3.4 **One (1) adaptor to mate bank valve port to JIC swivel.**
- 7.7 **Unit shall include all other features considered as standard equipment but not specifically addressed above.**
- 7.8 **Vendor must certify that snowplow offered will comply with Occupational Safety and Health Act of 1970 and subsequent amendments.**
- 7.9 It is the intention of the West Virginia Division of Highways to secure a close fitting, simple, reversible snowplow that will be designed to operate as close as possible to the vehicle pushing it, to maintain truck balance within reasonable limits.
- Key features for acceptability will be a relatively light weight compact unit. Lift by cable acceptable providing side shifting of cable is not impeded by lift point device.
- Vendors are cautioned that a push frame and/or hitch assembly designed without regard to overall distance of truck to front of plow which would jeopardize truck balance may be judged as not conforming to these specifications.
- 7.10 Paint: The entire unit to not be painted but rather Powder Coated in accordance with West Virginia Division of Highways requirements as follows:
- 7.10.1 The entire unit to be sandblasted and thoroughly cleaned, free of rust, grease, and scale. All surfaces are high-pressure cleaned and degreased with phosphate solution prior to powder coating.
- 7.10.2 The complete assembly to receive one (1) layer of powder coating.
- 7.10.3 The front of the plow to be given one (1) layer of powder coating Federal Yellow (No. 93-6578) DuPont Deluxe equipment enamel or equal quality powder of other manufacturer.
- 7.10.4 The rear of the plow to be given one (1) layer of powder coating of manufacturer's standard Black (Flat) equipment enamel.

7.10.5 The push frame and hitch to be given one (1) layer of powder coating of manufacturer's standard Black (Flat) equipment enamel. **Complete coverage of the push frame and hitch is mandatory.**

**7.11 Advertising: Manufacturer shall attach a metal plate on the reverse side of moldboard stating manufacturer, series or model number, size and type of blade (approximately six (6) inch to eight (8) inch square). Date of manufacture shall also be stamped on the plate or the moldboard. No large decals or painted advertisement are permitted.**

7.12 All loose hardware to be in a separate container for each plow and shipped with each plow.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS  
NO. 020-1-N

OPEN END CONTRACT  
FIXED ANGLE ONE-WAY SNOWPLOW

NOTE TO BIDDER: Procurement Specification No. 020-1-N, 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 a summary of exception as a separate attachment, 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.: 7010EC09

Bidder's Name: BAKER TRUCK EQUIPMENT

Address: P.O. BOX 482 HURRICANE, WV 25526

Telephone Number: 304-722-3814

Years Bidder has been registered to do business with the State of West Virginia: 15 YRS.

Years Company has been an authorized dealer for proposed unit: 15 YRS.

X3.2 Have you complied with all mandatory specifications?  YES  NO

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 45 Calendar Days After  
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 135 Calendar Days After Receipt of  
Purchase Agreement

**NOTE: Vendors should type Bidder's Evaluation Report**

**The Bidder's Evaluation Reports are ready for download on Purchasing's Web site at  
www.state.wv.us/admin/purchase**

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

10 FT. - \$5,895.00  
11 FT. - \$5,993.00 per unit

X6.0 SPECIFICATIONS - GENERAL

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

HENDERSON MODEL #OWP-WV2010

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

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

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

YES  NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit?  YES  NO

X6.2  
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: \_\_\_\_\_ 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 directly to Training Academy prior to the delivery of the pilot?**  YES  NO

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

X6.4.1 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit?

YES  NO

If NO, explain \_\_\_\_\_

## X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached?  YES  NO

**Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items included?**  YES  NO

Describe:

SEE WARRANTY AGREEMENT AT END OF THIS REPORT.

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**X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE**  
**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.**

(If additional lines are needed, make copies of form.)

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

SEE WARRANTY AGREEMENT AT END OF THIS REPORT.

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

MOST WARRANTY WORK WILL HAVE TO BE PERFORMED AT BAKER TRUCK EQUIPMENT.

SOME MINOR WARRANTY ITEMS MAY BE PERFORMED AT D.O.H. FACILITIES WITH PRIOR APPROVAL ONLY.

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

BAKER TRUCK EQUIPMENT

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

A.	Terms: Net 30	Manufacturer's published list price less: <u>5</u> % discount
B.	Terms: Net 60	Manufacturer's published list price less: <u>0</u> % discount
C.	Terms: Net 90	Manufacturer's published list price less: <u>0</u> % discount

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

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

A. Shop Rate \$ 70.00 per mechanic hour

B. Travel Time Charge \$ 80.00 per mechanic hour \*SEE NOTE  
(Specify if one-way) \_\_\_\_\_; port to port X

C. Mileage Charge \$ 1.75 per vehicle mile \*SEE NOTE  
(Specify if one-way) \_\_\_\_\_; port to port X

D. Field Mechanic Rate \$ 80.00 per mechanic hour \*SEE NOTE

E. Specify period of time that prices are in effect: SIX (6) MONTHS

F. Surcharge for miscellaneous items: 0 %

\*NOTE: HENDERSON MANUFACTURING DOES NOT PAY ANY WARRANTY ON TRAVEL TIME.  
 ALL WARRANTY MUST BE COMPLETED AT THE AUTHORIZED DISTRIBUTOR'S FACILITY.



**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: HENDERSON Model: OWP-WV2010

**X7.1 Moldboard:**

**X7.1.1 Overall width:**

**X7.1.1.1 OPTION #1 - 10 feet \_\_\_\_\_ inches length cutting edge**

**X7.1.1.2 OPTION #2 - 11 feet \_\_\_\_\_ inches length cutting edge**

**X7.1.2 Overall height:**

**X7.1.2.1 30 inches high at the low end**

**X7.1.2.2 48 inches high at the discharge end (less the snow deflector)**

**X7.1.3 Moldboard Construction: 10 US Ga. 304 Stainless Steel  YES  NO and rolled to give the snow a free rolling action  YES  NO**

X7.1.4 Plow widths:

   X7.1.4.1 **OPTION #1 – Overall width 10 foot cutting edge:**

35 degrees at   8   feet   2   inches

X7.1.4.2 **OPTION #2 – Overall width 11 foot cutting edge:**

35 degrees at   9   feet  11  inches

X7.1.5 **Vertical Ribs:**   8   vertical ribs of 1/2 inch x 3 1/2 inch f steel  X  YES    NO

X7.1.6 Snow Shield: Is an additional rubber snow shield provided   X  YES    NO

Size of belting:  5/16" x 12"  and  
runs the entire length of plow  X  YES    NO

Is mounted so it does not add to overall plow height   X  YES    NO

X7.1.7 Is it all continuously welded ribs, moldboard, and angles  X  YES    NO

X7.1.8 **Is it reinforced at the top and bottom edges**   X  YES    NO

Integrally structural channel reinforcing top of moldboard  
(Size)  3-1/2" x 2-1/2" x 3/8" 

Bottom angle  4" x 4" x 3/4"  angle gusseted

X7.2 Cutting Edge:

X7.2.1 **Is cutting edge section, standard AASHO punched**  X  YES    NO  
**Full length high carbon steel**  1/2  inch x  6  inch and has 11/16 inch square  
holes punched with standard punching   X  YES    NO

X7.2.2 **Edge is replaceable and fastened by 5/8 inch Grade 5 carriage bolts**  
  X  YES    NO

X7.2.3 Is a heavy skid shoe (size  4" x 12" ) attached to the extreme right  
hand underside at the cutting edge reinforcement to support the outer end of  
moldboard   X  YES    NO

## X7.3 Safety Trip Mechanism:

X7.3.1 Is tripping mechanism attached to semi-circle and moldboard ribs  YES  NO ADDENDUM 2 & 3

Are these done with compression springs  YES  NO ADDENDUM 2 & 3

X7.3.2 Are springs two (2) external compression springs sitting inside two (2) moldboard adjusting struts made from two (2)  $\frac{1}{2}$  inch x 2.5 inch bars sliding to a  $\frac{3}{4}$  inch x 2.5 inch center bar with an overall length of 39.5 inches  YES  NO ADDENDUM 2 & 3

X7.3.3 Does the trip mechanism hold the plow rigid in the plowing position and trip automatically when the cutting edge comes in contact with an obstruction then return to normal plowing position  YES  NO ADDENDUM 2 & 3

## X7.4 Push Frame:

X7.4.1 Is push frame of all welded construction designed per manufacturer's heavy duty specifications  YES  NO

Push frame 120 inches in length for 10 foot and

132 in length for 11 foot plow made of 4 inch x 4 inch x  $\frac{3}{8}$  inch structural tube  YES  NO

X7.4.2 Connection of moldboard to push frame by 7 hinges with each hinge having a fully welded in bushing to house pin  YES  NO

Bushings are  $1\frac{1}{4}$  inches mounted to two (2)  $\frac{5}{8}$  inch mounting ears for total bearing surface per bushing of  $2\frac{1}{2}$  inches  YES  NO

X7.4.3 Is the plow push frame equipped with an oscillating center pin of plow portion hitch of 2 inch with push plate being 1 inch x 33 inches x 5 inches feature to permit the plow to follow uneven road surfaces  YES  NO ADDENDUM 2

Is semi-circle  $3\frac{1}{2}$  inches x  $3\frac{1}{2}$  inches x  $\frac{1}{2}$  inch  YES  NO

X7.4.3.1 Is push frame equipped with a quick hitch connection system  YES  NO

## X7.4.4 Fixed Angle Mechanism:

X7.4.4.1 The "A" frame is made from \_\_\_\_\_ inch channel with \_\_\_\_\_ inch flanges supporting a \_\_\_\_\_ inch center reversing pin mounted in a \_\_\_\_\_ inch, \_\_\_\_\_ inch wall tube and having a grease fitting \_\_\_\_\_ YES \_\_\_\_\_ NO ADDENDUM 2

The push ends are welded to a 1 inch x 33 inch x 5 inch base plate having a 2 inch pivot hole for the oscillator bar to attach to  
 YES \_\_\_\_\_ NO

X7.4.4.2 Does the unit have any power angle cylinders \_\_\_\_\_ YES  NO

X7.4.4.3 Is A-frame fixed to the reversing semi-circle to a 35 degree angle with discharge to the curb side/passenger side of vehicle \_\_\_\_\_ YES \_\_\_\_\_ NO ADDENDUM 2

## X7.4.5 Skid Shoes:

X7.4.5.1 Caster mounted carbide mushroom type shoes  YES \_\_\_\_\_ NO

Is one (1) on each side provided  YES \_\_\_\_\_ NO

X7.4.5.2 Is manufacturer's standard adjusting mechanism included  
 YES \_\_\_\_\_ NO

## X7.5 Hitch:

X7.5.1 Is it designed a universal heavy duty type unit to carry plows of weight specified when mounted on 32,000 pound or larger trucks  YES \_\_\_\_\_ NO

X7.5.2 Is hitch bumper to frame type universally adaptable to any conventional truck and to accommodate the tilt front end on the carrier \_\_\_\_\_ YES \_\_\_\_\_ NO ADDENDUM 2

X7.5.2.1 Is hitch attached to truck's frame rails  YES \_\_\_\_\_ NO

X7.5.2.2 Hitch includes a lift system designed at a rated capacity of at least 8,000 lbs.  
 \_\_\_\_\_ YES \_\_\_\_\_ NO ADDENDUM 2

Is lift cylinder the same size as plows reversing cylinder for WVDOH's Interchangeability  
 \_\_\_\_\_ YES \_\_\_\_\_ NO ADDENDUM 2

X7.5.3 Truck portion hitch attachment of WVDOH quick release design:

X7.5.3.1 Is hitch frame height 33 5/8 inches and hitch width 26 inches  YES  NO

X7.5.3.2 Hitch frame members are 1/2 inches x 4 inches x 4 inches structural angle  YES  NO (OR) tubing  YES  NO

Is this hitch low profile for access to the truck's engine compartment  YES  NO

X7.5.3.3 Is the lift arm and lift frame designed to accept a 4 inch lift cylinder with nitrided cylinder tube  YES  NO

Cylinder pins are 1 inch cold rolled steel  YES  NO

X7.5.3.4 Is self-storing lift arm, accomplished by pulling one (1) 1 inch pin and folding cylinder up, allowing you to re-pin to store  YES  NO

X7.5.3.5 Is telescopic lift arm manufactured of 4 inch x 4 inch x 3/8 inch square outer tubing and 3 inch x 3 inch x 3/8 inch square inner tubing  YES  NO

Is the lifting plate 3/8 inch x 4 inch flat material and has two (2) banjo-type chain eyes able to accept 1/2 inch chain as well as the weight of the plow  YES  NO

Are there two (2) stabilizer arms mounted to receiver tube of telescoping arm and outside pivot of hitch  YES  NO

X7.5.4 Will custom 1/2 inch Grade 50 or better check plates be provided which are bolted welded or bolted to main hitch and allows for bolting to truck's frame rail  YES  NO

X7.6 Hydraulic System:  
Will you supply the following hydraulic components  YES  NO

X7.6.1 Provide one (1) 4 inch lift cylinder with 10 inch stroke double-acting hydraulic lift cylinder, (even if we only use one (1) line fitting in upper end with breather), clevis pinned top and bottom?  YES  NO

X7.6.2 Provide two (2) four (4) inch double acting hydraulic reversing cylinders?  YES  NO ADDENDUM 2

**X7.6.3 Provide three (3) pieces of two (2) wire hydraulic pressure hose one-quarter (1/4) inch diameter by approximately ten (10) feet long?  YES  NO ADDENDUM 2**

**Is each hose equipped with the following  YES  NO ADDENDUM 2**

**X7.6.3.1 Each hose equipped with one (1) quick coupler at plow end with dust cap?  YES  NO ADDENDUM 2**  
**Manufacturer/Model: \_\_\_\_\_**

**X7.6.3.2 Each hose equipped with two (2) crimp-type fittings with male JIC 370 threads One (1) to mate with swivel and the other to mate with quick coupler?  YES  NO**

**X7.6.3.3 Each hose equipped with one (1) JIC 370 - swivel - 90°elbow/male JIC 370?  YES  NO**

**X7.6.3.4 Each hose equipped with one (1) adaptor to mate bank valve port to JIC swivel?  YES  NO**

**X7.7 Other Standard Features:**

**List other standard features offered and not addressed above:**

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**X7.8 Does the proposed unit meet or exceed the OSHA of 1970 and/or subsequent changes?  YES  NO**

**X7.9 Is push frame and/or hitch assembly designed with regard to overall distance of truck to front of plow which would jeopardize truck balance?  YES  NO**

**X7.10 Paint:**

**X7.10.1 – X7.10.4 Describe proposed method of painting the unit: SEE ADDENDUM 2**

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**Will unit be sandblasted prior to painting?  YES  NO**

→ ~~X~~7.10.5 Paint and undercoat for push frame and hitch \_\_\_\_\_

Will push frame and hitch be completely covered  YES  NO

X7.11 Does the unit conform to the advertising guidelines?  YES  NO

X7.12 Will all loose hardware be in separate containers for each plow and be shipped with each plow?  
 YES  NO



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

# Request for Quotation

RFQ NUMBER  
 7010EC09

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 MICHAEL AUSTIN  
 304-558-2402

VENDOR

**VIRGIL MAYSE**  
**BAKER EQUIPMENT**  
**P O BOX 482**  
**HURRICANE WV 25526**

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/25/2010	NET 10 DAYS	MOTOR FREIGHT	BUCKHANNON, WV	PREPAID
BID OPENING DATE: 07/14/2010		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE FIXED ANGLE ONE-WAY SNOWPLOW CONTRACT ADVERTISEMENT TO EXTEND THE BID DATE. ADDENDUM NO.2 WILL CONTAIN SPECIFICATION CLARIFICATION AND WILL BE ISSUED SHORTLY.						
BID OPENING DATE AND TIME ARE EXTENDED FROM 06/30/10 TO 07/14/2010 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	EA		765-61		
FIXED ANGLE ONE-WAY SNOWPLOW						
					PRICE EACH:	10 FT. - \$5,895.00
***** THIS IS THE END OF RFQ 7010EC09 *****					TOTAL:	11 FT. - \$5,993.00

ORDER RECD	ACT #
CUSTOMER/SC #	
APPROVED	DATE
DATE PD	CK #

**RECEIVED**  
**JUN 29 2010**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Virgil Mayse*      TELEPHONE: 304-722-3814      DATE: 7/26/2010

TITLE: SALESMAN      FEIN: 55-0711783      ADDRESS CHANGES TO BE NOTED ABOVE

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



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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

---

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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  
**7010EC09**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**BUYER 33**  
**304-558-2402**

**\*815133313 304-722-3814**  
**BAKER TRUCK EQUIPMENT COMPANY**  
**PO BOX 482**  
  
**HURRICANE WV 25526**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/08/2010	NET 10 DAYS	MOTOR FREIGHT	BUCKHANNON, WV	PREPAID

BID OPENING DATE: **07/20/2010** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
ADDENDUM ISSUED FOR THE FIXED ANGLE ONE-WAY SNOWPLOW CONTRACT ADVERTISEMENT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE REVISIONS TO THE BIDDER'S EVALUATION REPORT AND THE SPECIFICATIONS RESULTING FROM THE MANDATORY PRE-BID ON 06/10/10.						
BID OPENING DATE & TIME ARE EXTENDED FROM 07/14/10 TO 07/20/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	EA		765-61	10 FT. - \$5,895.00 11 FT. - \$5,993.00	\$5,895.00 EACH \$5,993.00 EACH
						PRICE EACH: 10 FT. - \$5,895.00 ***** THIS IS THE END OF RFQ 7010EC09 ***** TOTAL: 11 FT. - \$5,993.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-722-3814 DATE: 7/26/2010

TITLE: SALESMAN FEIN: 55-0711783 ADDRESS CHANGES TO BE NOTED ABOVE

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

PREBID ADDENDUM  
OPEN END CONTRACT  
7010EC09

FIXED ANGLE ONE-WAY SNOWPLOW

CHANGES TO SPECIFICATIONS:

DELETE:

7.3 Safety Trip Mechanism:

**7.3.1 Tripping mechanism must be attached to semi-circle and moldboard ribs. These shall be done with compression springs. Extension springs not acceptable.**

DELETE:

**7.3.2 Springs shall be two (2) external compression springs sitting inside (2) moldboard adjusting struts made from two (2) ½ inch x 2.5 inch bars sliding to a ¾ inch x 2.5 inch center bar with an overall length of 39.5 inches.**

DELETE:

**7.3.3 The trip mechanism must hold the plow rigid in the plowing position and trip automatically when the cutting edge comes in contact with an obstruction then return to normal plowing position.**

LEAVE AS WRITTEN:

**7.4.3 The plow push frame shall be equipped with an oscillating center pin of plow portion hitch of 2 inch with push plate being 1 inch x 33 inch x 5 inches feature to permit the plow to follow uneven road surfaces. Semi-Circle shall be 3 ½ inches x 3 ½ inches x ½ inches.**

DELETE:

**7.4.4.1 The "A" frame is made from 4 inch Channel with 2.5 inch flanges supporting a 2 inch center reversing pin mounted in a 3 inch, ½ inch wall tube and having a grease fitting. The push ends are welded to a 1 inch x 33 inch x 5 inch base plate having a 2 inch pivot hole for the oscillator bar to attach to.**

DELETE:

**7.4.4.3 A-Frame shall be fixed to the reversing semi-circle to a 35 degree angle with discharge to the curb side/passenger side of vehicle.**

**PreBid Addendum  
70-10-EC09**

FROM:

**7.5.2 The hitch shall be a bumper to frame type universally adaptable to any conventional truck and to accommodate the tilt front end on the carrier.**

TO:

**7.5.2 The hitch shall be a bumper to frame type adaptable to any conventional truck and to accommodate the tilt front end on the carrier.**

FROM:

**7.5.2.2 Hitch to include a lift system designed at a rated capacity of 8,000 lbs. minimum. Lift cylinder must be same size as plows reversing cylinder for WVDOH's interchangeability.**

TO:

**7.5.2.2 Hitch to include a lift system designed at a rated capacity of 8,000 lbs. minimum. Must be same size as plows reversing cylinder for WVDOH's interchangeability.**

DELETE:

**7.6.2 Two (2) – four (4) inch double acting hydraulic reversing cylinders.**

FROM:

**7.6.3 Three (3) pieces of two (2) wire hydraulic pressure hose one quarter (1/4) inch diameter and approximately ten (10) feet long. Each hose must be equipped with:**

TO:

**7.6.3 One (1) piece of two (2) wire hydraulic pressure hose one quarter (1/4) inch diameter and approximately ten (10) feet long. Hose must be equipped with:**

PreBid Addendum  
70-10-EC09

FROM:

**7.6.3.1 One (1) quick coupler at plow end with dust caps. Prefer Snap-Tite Couplers VHN-8 Nipple Hose, VHN-8 Nipple Reverse Cylinder, VHC-8 Nipple Reverse Cylinder 90° Fitting.**

TO:

**7.6.3.1 One (1) quick coupler at plow end with dust caps. Prefer Snap-Tite Couplers VHN-8 Nipple Hose, VHN-8 Nipple Reverse Cylinder.**

FROM:

**7.10.2 The complete assembly to receive one (1) layer of powder coating.**

TO:

**7.10.2 The complete assembly to receive one (1) layer of powder coating. Front of plow may be spray coated.**

PREBID ADDENDUM  
OPEN END CONTRACT  
7010EC09

FIXED ANGLE ONE-WAY SNOWPLOW

CHANGES TO BIDDER'S EVALUATION REPORT:

DELETE:

X7.3 Safety Trip Mechanism:

X7.3.1 **Is tripping mechanism attached to semi-circle and moldboard ribs YES NO ADDENDUM 3**  
**Are these done with compression springs YES NO ADDENDUM 3**

DELETE:

X7.3.2 **Are springs two (2) external compression springs sitting inside two (2) moldboard adjusting struts made from two (2) ½ inch x 2.5 inch bars sliding to a ¾ inch x 2.5 inch center bar with an overall length of 39.5 inches YES NO ADDENDUM 3**

DELETE:

X7.3.3 **Does the trip mechanism hold the plow rigid in the plowing position and trip automatically when the cutting edge comes in contact with an obstruction then return to normal plowing position YES NO ADDENDUM 3**

LEAVE AS WRITTEN:

X7.4.3 **Is the plow push frame equipped with an oscillating center pin of plow portion hitch of 2 inch with push plate being 1 inch x 33 inches x 5 inches feature to permit the plow to follow uneven road surfaces X YES NO**

DELETE:

X7.4.4.1 The A-Frame is made from \_\_\_ inch channel with \_\_\_ inch flanges supporting a \_\_\_ inch center reversing pin mounted in a \_\_\_ inch, \_\_\_ inch wall tube and having a grease fitting YES NO  
The push ends are welded to a \_\_\_ inch x \_\_\_ inch x \_\_\_ inch base plate having a \_\_\_ inch pivot hole for the oscillator bar to attach to YES NO THIS SPECIFICATION IS DELETED "YES"

DELETE:

X7.4.4.3 **Is A-frame fixed to the reversing semi-circle to a 35 degree angle with discharge to the curb side/passenger side of vehicle YES NO THIS SPECIFICATION IS DELETED "YES"**

The *Bidder's Evaluation Reports* are ready for download on Purchasing's Web site at [www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase)

**PreBid Addendum  
Bidder's Evaluation Report  
70-10-EC09**

**FROM:**

**X7.5.2 Is hitch bumper to frame type universally adaptable to any conventional truck and to accommodate the tilt front end on the carrier**  YES  NO

**TO:**

**X7.5.2 Is hitch bumper to frame type adaptable to any conventional truck and to accommodate the tilt front end on the carrier**  YES  NO

**FROM:**

**X7.5.5.2 Hitch includes a lift system designed at a rated capacity of at least 8,000 lbs.**  YES  NO

**Is lift cylinder the same size as plows reversing cylinder for WVDOH's Interchangeability**  YES  NO

**TO:**

**X7.5.2.2 Hitch includes a lift system designed at a rated capacity of at least 8,000 lbs.**  YES  NO

**Same size as plows reversing cylinder for WVDOH's interchangeability**  YES  NO

**DELETE:**

**X7.6.2 Provide two (2) four (4) inch double acting hydraulic reversing cylinders?**  YES  NO THIS SPECIFICATION IS DELETED "YES"

**FROM:**

**X7.6.3 Provide three (3) pieces of two (2) wire hydraulic pressure hose one-quarter (1/4) inch diameter by approximately ten (10) feet long?**  YES  NO

**Is each hose equipped with the following:**  YES  NO

**TO:**

**X7.6.3 Provide one (1) piece of two (2) wire hydraulic pressure hose one-quarter (1/4) inch diameter by approximately ten (10) feet long**  YES  NO

**Is hose equipped with the following:**  YES  NO

**PreBid Addendum  
Bidder's Evaluation Report  
70-10-EC09**

FROM:  
X7.6.3.1      **Each hose equipped with one (1) quick coupler at plow end with dust cap?**       YES  NO

**Manufacturer/Model:** \_\_\_\_\_

TO:  
X7.6.3.1      **Hose equipped with one (1) quick coupler at plow end with dust cap?**       YES  NO

**Manufacturer/Model:** SNAP-TITE VHN/VHC SERIES

FROM:  
X7.10 Paint:  
X7.10 - X7.10.4    Describe proposed method of painting the unit: \_\_\_\_\_  
\_\_\_\_\_

TO:  
X7.10 Paint

Describe proposed method of painting the unit: FRONT OF PLOW TO BE GIVEN ONE LAYER OF POWDER COATING FEDERAL YELLOW (No. 93-6578) DUPONT DELUXE OR EQUIVALENT. REAR OF PLOW TO BE GIVEN ONE LAYER OF BECKER PA2-01974M FLAT BLACK.

Will unit be sandblasted prior to painting?     YES  NO

Will complete assembly receive one (1) layer of powder coating?     YES  NO

Will front of plow be spray coated?     YES  NO





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

# Request for Quotation

RFQ NUMBER  
 7010EC09

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 33  
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VENDOR

\*815133313      304-722-3814  
 BAKER TRUCK EQUIPMENT COMPANY  
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SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/16/2010	NET 10 DAYS	MOTOR FREIGHT	BUCKHANNON, WV	PREPAID

BID OPENING DATE: 07/29/2010      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 3 -----						
THIS ADDENDUM IS ISSUED TO ADD THE FOLLOWING SPECIFICATIONS:						
SAFETY TRIP MECHANISM:						
7.3.1 TRIPPING MECHANISM MUST BE ATTACHED TO SEMI-CIRCLE AND MOLDBOARD RIBS. THESE SHALL BE DONE WITH COMPRESSION SPRINGS. EXTENSION SPRINGS NOT ACCEPTABLE.						YES
7.3.2 SPRINGS SHALL BE TWO (2) EXTERNAL COMPRESSION SPRINGS SITTING INSIDE (2) MOLDBOARD ADJUSTING STRUTS MADE FROM TWO (2) 1/2 INCH X 2.5 INCH BARS SLIDING TO A 3/4 INCH X 2.5 INCH CENTER BAR WITH AN OVERALL LENGTH OF 39.5 INCHES.						YES
7.3.3 THE TRIP MECHANISM MUST HOLD THE PLOW RIGID IN THE PLOWING POSITION AND TRIP AUTOMATICALLY WHEN THE CUTTING EDGE COMES IN CONTACT WITH AN OBSTRUCTION THEN RETURN TO NORMAL PLOWING POSITION.						YES
BID OPENING DATE EXTENDED:						
FROM: 07/20/2010						
TO : 07/29/2010						
----- END OF ADDENDUM NO. 3 -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-722-3814	DATE 7/26/2010
TITLE SALESMAN	FEIN 55-0711783	ADDRESS CHANGES TO BE NOTED ABOVE

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

HENDERSON PRODUCTS INC

FIXED ANGLE ONE WAY SNOWPLOW

**COMPLETE WARRANTY PROVISIONS**

Janet Tobin

Contract Administration Manager

**A. PARTS REPLACEMENT AND REPAIR:** two years

Henderson Manufacturing warrants its manufactured products to be free from defects in material or workmanship for a period of ~~one year~~, after delivery to the original user, ~~or 18 months after factory invoice, whichever occurs first~~. This warranty of our products under normal use and service is limited to replacement and repair, at the company's factory, of any parts which are returned to the factory freight prepaid, and after our examination were found to be defective.

**B. EXCLUSIONS:**

1. This warranty is expressly limited to parts replacement and repair, and is not transferable. Any expressed warranty not herein provided, and any remedy for breach of contract is excluded and disclaimed. The implied warranties of merchantability and of fitness for any particular purpose are limited to ~~one year~~ from delivery to the original user, ~~or 18 months from factory invoice, whichever occurs first~~. two years
2. Any component or part manufactured by others will carry that manufacturers warranty, and in no case will Henderson Manufacturing be liable, either expressed or implied, for warranties in excess of those made by the original manufacturer.
3. Under no circumstances will Henderson Manufacturing be liable to the purchaser, or any other person, for any incidental or consequential damages. The user assumes liability for all personal injury or property damage resulting from the handling, possession, or use of the product.
4. Repairs or modifications done by others, or parts from other sources outside the company's factory are not covered by this warranty.
5. No agent, employee, or representative of Henderson Manufacturing has any authority to make any affirmation, representation, or warranty concerning Henderson Manufacturing products, except as specifically stated above.

**WARRANTY PROCEDURE**

1. Prior authorization by Henderson Manufacturing, must be obtained for all warranty work.
2. Contact our distributor or Henderson Manufacturing giving complete details of your request, the unit involved, including serial number, date purchased, who purchased from, and the nature of or reason for the claim.
3. A Warranty Request Number will be assigned, and is required, whenever any warranty is to be paid either in the form of cash, credit, replacement of parts, or service work.
4. The assignment of a Warranty Request Number does not guarantee warranty will be allowed. The number is to identify the request and part to be returned.
5. When parts are shipped on a Warranty Request, you may be required to return defective part(s) for inspection by Henderson Mfg. or the original manufacturer. In this case, you will be invoiced for shipment of new components until the old unit is returned.

# ONE-WAY PLOW

SNOWFOE™ Series

**Henderson**

## Henderson helps you move snow and ice fast and clean with greater efficiency

Rural and interstate clearing are a "walk in the park" with the Henderson SNOWFOE™ Series one-way snow plows. Designed from the pavement up by the people who make world class spreaders and pre-wetting equipment as well as the legendary Mark Series dump bodies, this new entry into the snow and ice control market is one of a family of state-of-the-art snow plows.

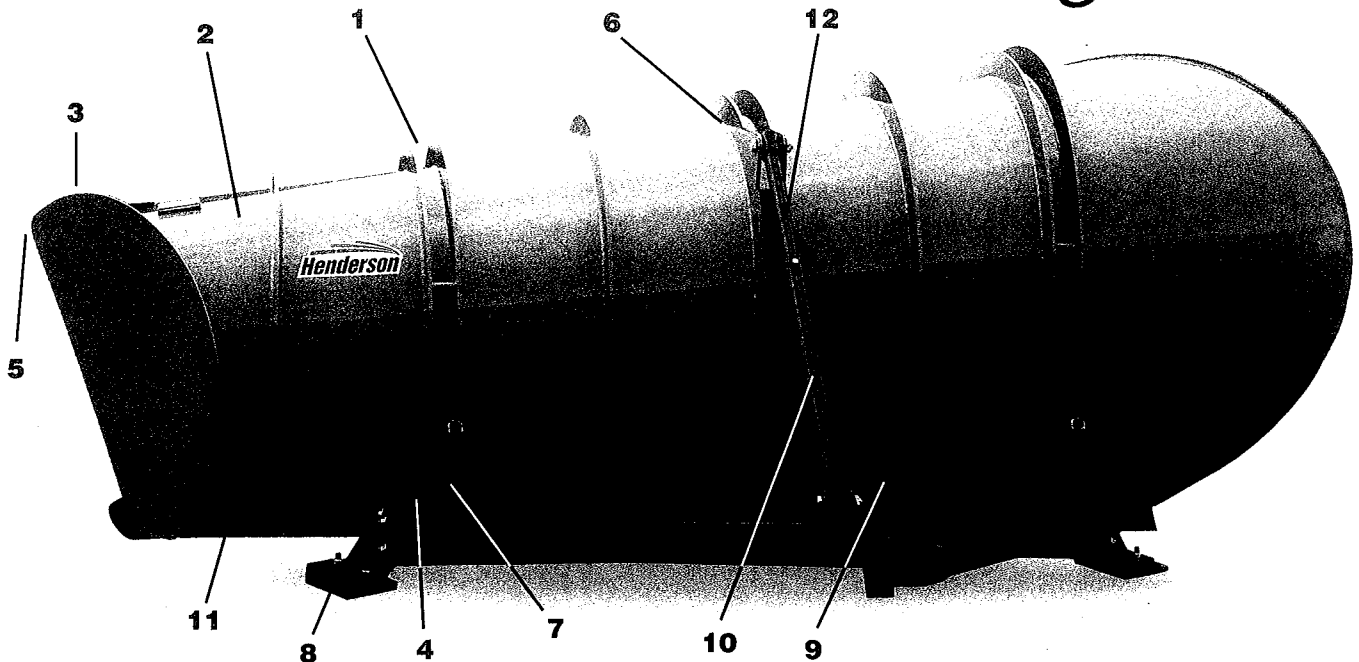
They are engineered and built for rugged use at high speeds beginning with the roll formed moldboard that is virtually self cleaning. Snow and ice are rolled to the side

like surf waves...smoothly and with less strain on your trucks — and budget. Its unitized construction assures a stable and rigid moldboard to provide you with a one-way snow plow that will still be working when others have gone home. It will put in plenty of "overtime" with no complaint.

And one of the amazing features is its competitive price that not only gives you a great original purchase value but a lasting benefit to managing your budget.

Buy in confidence from...

*The Dependable Ones*



**1** Nine one-piece 1/2" x 3-1/2" flame cut ribs provide strong backing for the moldboard resulting in great rigidity.

**2** Moldboard is designed to "roll" snow and ice to the side while minimizing drift for improved driver visibility.

**3** Roll formed moldboard is smoother than break-formed for better material flow and is self-cleaning.

**4** Two pivot points and center roller between moldboard and push frame distribute push force evenly.

**5** Moldboard height measures from the road surface to inside of radius.

**6** All parts are continuous welded for rugged use, elimination of corrosion and longer wear.

**7** Safe tripping action at all speeds and under varying conditions is provided by two adjustable slotted trip compression springs and center roller.

**8** Adjustable wear shoe and brackets ensure correct push frame support when moldboard trips.

**9** Two position adjustments for standard and carbide cutting edge attack angle to meet all snow and ice removal conditions.

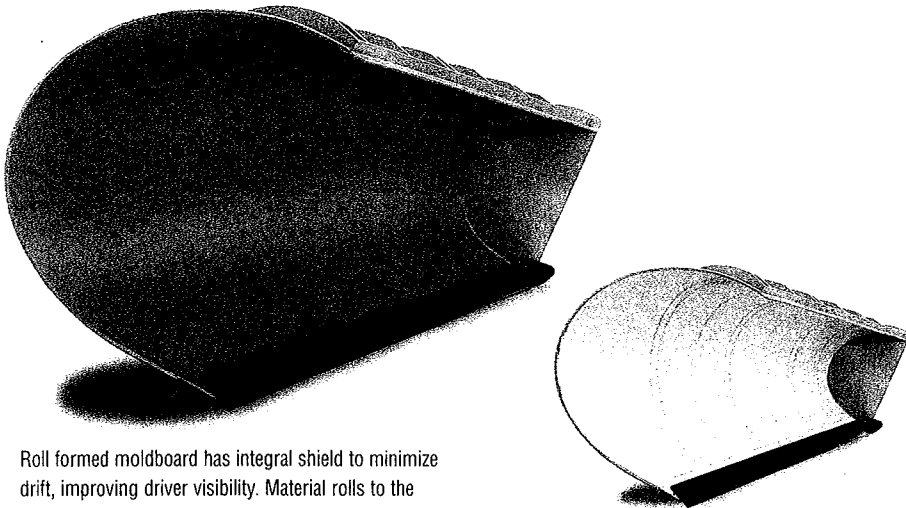
**10** Adjustable stabilizing arm has shear pin protection and transfers push forces to the push frame.

**11** Available in two cutting path widths.

**12** Moldboard is primed with a high-quality catalyzed primer and then finished with Highway Orange enamel paint. Push frame assembly and hitch components are powder coat painted black.

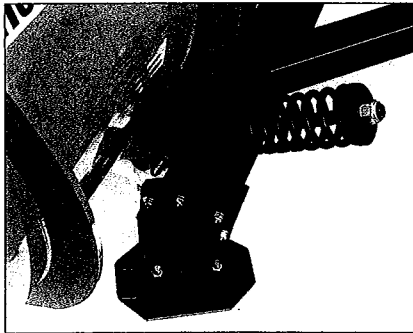
# FEATURES & SPECIFICATIONS

Plow Model	30"-53"-11'	29"-54"-12'	40"-63"-11'	39"-64"-12'
Moldboard	10GA	10GA	10GA	10GA
Length of moldboard	14' 3"	15' 3"	14' 3"	15' 3"
Length of cutting edge	11'	12'	11'	12'
Cutting width	116"	126"	116"	126"
Height of moldboard at nose end	30"	29"	40"	39"
Height of moldboard at discharge end	53"	54"	63"	64"
Approximate weight of moldboard and push frame	1850 lbs.	1910 lbs.	1970 lbs.	2030 lbs.

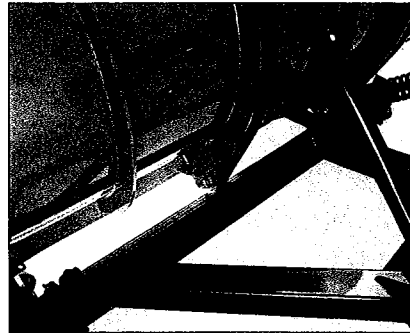


Roll formed moldboard has integral shield to minimize drift, improving driver visibility. Material rolls to the side in surf-like fashion, smoothly without clogging. Heavy-duty cutting edge.

**OPTIONAL:** 304 stainless steel optional moldboard available. Three beneficial properties that stainless steel provides are: eliminates corrosion, more abrasion and wear resistance, and better sliding characteristics.



Two adjustable shoes assure proper push frame support. Wear shoe is bolt-on for easy replacement. Two slotted trip springs adjust easily for changing conditions. Two position adjustments for proper attack angle, 45° for standard cutting edge or 30° for carbide cutting edges.



Center roller mechanism enhances slotted trip performance.

## UNITIZED CONSTRUCTION

All components are continuous welded for maximum strength to give the entire plow a "unitized" architecture and to reduce corrosion. The Henderson SNOWFOE™ Series will be in service long after others have given up.

## OPTIONS

- Sight Markers
- Rubber Snow Deflectors
- Carbide Cutting Edges
- 3/16" Steel Moldboard Sheet
- 304 Stainless Steel Moldboard Sheet

## SPECIFICATIONS

### MOLDBOARD

- 10GA rolled moldboard with nine 1/2" one-piece flame cut ribs
- Continuous welded moldboard
- Gusseted 6" x 4" x 1/2" bottom angle
- 2-1/2" x 2-1/2" x 3/8" top angle
- Two adjustable slotted trip assemblies and one center roller
- Two adjustable cast wear shoes, moldboard wear shoe on discharge end and nose shoe standard
- Adjustable stabilizing arm with safety shear pin
- 1/2" one-piece cutting edge with AASHO center punching standard

### PUSH FRAME

- 94" push frame with two slotted trip lugs and center roller
- 6" x 6" x 1/2" main push angle
- 5" x 5" x 1/4" tubular push members

## HENDERSON MANUFACTURING ALSO PROUDLY OFFERS THESE INNOVATIVE PRODUCTS:

- Reversible Plow
- Patrol Wing
- Mid-Mount Wing
- V-Box Sand and Salt Spreaders
- Pickup Sand and Salt Spreaders
- Tailgate Sand and Salt Spreaders
- Pre-Wet Systems
- Full line of Mark Series dump bodies for single and tandem axle trucks
- Underbody Scraper
- Munibody™ combination dump/spreader bodies

P.O. Box 40 • Manchester, Iowa 52057  
800-359-4970 • www.henderson-mfg.com

**BAKER TRUCK EQUIPMENT**

**P.O. BOX 482**

**HURRICANE, WV 25526**

**PHONE: 304-722-3814**

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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,  
 Bidder is a partnership, association or corporation resident vendor and 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 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,  
 Bidder is a 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; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's 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; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: BAKER TRUCK EQUIPMENT

Signed: 

Date: 7/26/2010

Title: SALESMAN

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. 7010EC09

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 owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: BAKER TRUCK EQUIP

Authorized Signature: *Vinyl Mays* Date: 7-27-2010

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 27 day of July, 2010.

My Commission expires 4-2-2017, 20    .

AFFIX SEAL HERE

NOTARY PUBLIC *Teresa K. Lucas*

