



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

State of West Virginia
 Request for Quotation

Proc Folder: 89230

Doc Description: Mobile Poultry Processing Unit

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-04-06	2015-04-29 13:30:00	CRFQ 1400 AGR1500000025	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

TriVan Truck Body LLC
1385 West Smith Rd
Ferndale, WA 98248
 PL (360) 380-0773

04/28/15 09:43:01
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper
 (304) 558-0468
 laura.e.hooper@wv.gov

Signature X

FEIN #

43-1967241

DATE

4-27-15

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 217 GUS R DOUGLAS LN, BLDG 2 RM 106 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mobile poultry Processing Unit	1.00000	EA	\$227,510	\$227,510

Comm Code	Manufacturer	Specification	Model #
21101900	Tri Van Truck Body		36mppy

Extended Description :
Mobile poultry Processing Unit per specifications

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - A pre-bid meeting will not be held prior to bid opening.
 - A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

 - A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 4/20/2015 5:00PM

Submit Questions to: Laura Hooper
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: laura.e.hooper@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130



A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 4/29/2015 at 1:30PM

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.



GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
13. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
14. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
16. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
19. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
20. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with



prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.



29. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information **WILL NOT BE HONORED**.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.



32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.



- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.


All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.



CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Tri Van Truck Body LLC
(Company)

 Bob Lodder, Sales
(Authorized Signature) (Representative Name, Title)

PL (360) 380-0773 Fax (360) 312-1398
(Phone Number) (Fax Number) (Date)

4-27-15

REQUEST FOR QUOTATION
Mobile Poultry Processing Unit

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture to establish a contract for the one time purchase of Mobile Poultry Processing Unit.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means Mobile Poultry Processing Unit as more fully described by these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **GENERAL REQUIREMENTS:**

- 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 **Mobile Processing Unit**

3.1.1.1 **Basic Specifications**

3.1.1.2 2015 Custom Alum-A-Body cargo trailer, tandem axle, single wheel (or equal)

3.1.1.3 18,000 lb. GVWR, 16,000 lb. Tandem axles, std. 30%/70% Location

3.1.1.4 Estimated curb weight – 15,000 lb.

3.1.1.5 36 ft. length x 101 in. width x 144 in. overall height

3.1.1.6 Interior dimensions – 35 ft.6 in. length x 98 in. width x 108 in. height

3.1.1.7 Platform height from ground – 36in.

Trivan complies

REQUEST FOR QUOTATION
Mobile Poultry Processing Unit

3.1.1.8 Road clearance height from ground – 13in.

Standard identification data plats and markings per MIL-HDBK-1223

3.1.2 Structural Components

3.1.2.1 8WF10 Steel I-Beam frame

3.1.2.2 10 Ga. Galvanized steel rear cross member/bumper

3.1.2.3 10 Ga. Galvanized steel corner posts, door posts, headers and side rails

3.1.2.4 10 Ga. Carbon steel cross members/outriggers on 16in. centers

3.1.2.5 16 Ga. Galvanized steel body posts on 16in. centers

3.1.2.6 .030 Galvanized steel belly pan under floor

3.1.2.7 .040 Aluminum exterior ribbed skin – prepainted white

3.1.2.8 .040 Aluminum exterior one-piece roof skin

3.1.2.9 1 ½ Radius extruded aluminum roof rail interlocking roof and side posts. Provides full interior cube with square inside corner

3.1.2.10 ¾ in. Exterior AC plywood – flat floor – no wheel wells

3.1.2 Chassis Running Gear

3.1.3.1 Tandem 8,000# Dexter Leaf spring axels (or equal)

3.1.3.2 Standard 12 ¼ in. x 3 3/8 in. electric brakes w/breakaway switch and battery

3.1.3.3 8 bolts on 6.5 B.C. hubs, 8,000 lb. per axle capacity

3.1.3.4 E-Z lube hubs

3.1.3.5 17.5 in. x 6.75 in. OEM modular wheels – 4,805 lb. per axle capacity

3.1.3.6 215/75R-17.5H tires on rims with spare (4,805lb. capacity each) Goodyear Highway Tread Radial (or equal)

3.1.3.7 One spare tire and wheel assembly

3.1.3.8 Tire carrier in gooseneck compartment

Tri Van Complies

REQUEST FOR QUOTATION
Mobile Poultry Processing Unit

3.1.4 Trailering Equipment

- 3.1.4.1 7-way trailer SAE J590 ICC lighting receptacle or equal
- 3.1.4.2 Adjustable height gooseneck hitch with 2 5/16 in. diameter
- 3.1.4.3 Ball coupler (Adjusts to truck fifth wheel height to permit tow vehicle interchangeability)
- 3.1.4.4 Heavy duty two speed front landing gears—Holland Mark V (or equal)
- 3.1.4.5 (2) Telescoping rear stabilizer legs in corner posts
- 3.1.4.6 Standard Trucklite ICC stop, turn, tail and marker lights
- 3.1.4.7 Standard ICC reflective conspicuity tape

3.1.5 Paint and Finish

- 3.1.5.1 Steel frame paint – two coats automotive enamel black (PPG DelFleet or equal)
- 3.1.5.2 Exterior paint color – prepainted white baked finish aluminum

3.1.6 Additional Body Equipment

- 3.1.6.1 Two skid plates at rear of frame
- 3.1.6.2 Rear wall offset 40w x 84h single cargo door with camlock
- 3.1.6.3 Curbside 32w x 84h single cargo door with camlock
- 3.1.6.4 Two 14 in. x 14in. framed roof openings for exhaust fans
- 3.1.6.5 Three sliding RV glass tinted windows (24in. high x 30 in. wide) emergency exit style
- 3.1.6.6 Two aluminum grip strut step assembly with handrails and leveling feet
- 3.1.6.7 Gooseneck lateral partition wall – full width and height with 4 in. foam insulation
- 3.1.6.8 Gooseneck longitudinal partition wall – full width and height with 4 in. foam insulation
- 3.1.6.9 Two gooseneck 28w x 72h insulated reefer door with camlock w/ 4in. foam insulation

3.1.7 HVAC Equipment

- 3.1.7.1 Two roof mount direct drive exhaust fans – 14in. diameter (Granger model No. 4YC90, 120 VAC, Single phase – 2,000 CFM or equal)
- 3.1.7.2 Roof mounted exhaust units – Adds 18 in. to trailer overall height
- 3.1.7.3 Single 36 in. air curtain over CS door – (Mars model AA36 – 2,325 CFM or equal)
- 3.1.7.4 Single 48 in. air curtain over rear door – (Mars model AA48 – 3,325 CFM or equal)
- 3.1.7.5 One front wall mount refrigeration unit

TriVan complies

REQUEST FOR QUOTATION
Mobile Poultry Processing Unit

Tri Van Complies

- ThermoKing Model no. V-520 Max. 50 electric only 3.1
- 3.1.7.6 Cooling and heating on electric standby
- 3.1.7.7 TRK-12 Auto defrost included or equal
- 3.1.7.8 TRK-12 front mount condenser or equal
- 3.1.7.9 TRK-12 ES-500 ceiling evaporator or equal
- 3.1.7.10 TRK-12 DSR cooler or equal
- 3.1.7.11 10,000Btu/Hr. cooling on electric standby
- 3.1.7.12 14,000 Btu/Hr. heating on electric standby

3.1.8 Interior Wall, Ceiling and Floor Finish

- 3.1.8.1 3/8 in. plywood interior lining on walls and ceiling
- 3.1.8.2 .090 white Kemlite fiberglass interior lining over plywood on walls and ceiling (or equal)
- 3.1.8.3 All lining seams to be sealed for water resistant during washdown
- 3.1.8.4 1 in. foam insulation with vapor barrier in walls and ceiling
- 3.1.8.5 2 in. foam insulation with vapor barrier in floor
- 3.1.8.6 .100 aluminum tread plate flooring in kill and clean room with formed 6 in. toekick tapered to center drain trough with grating with fully welded seams
- 3.1.8.7 Gooseneck lateral partition wall – full width and height
- 3.1.8.8 Center lateral hinged double partition wall – full width and height with 28w x 80h
- 3.1.8.9 Rear lateral hinged double partition wall – full width and height with 28w x 80h
- 3.1.8.10 Door with latch and lock and 32w x 24h kickout opening

3.1.9 LP Gas Equipment

- 3.1.9.1 Four Carbon Monoxide and smoke detectors
- 3.1.9.2 Gas lines and shutoffs to service equipment
- 3.1.9.3 High volume two stage LP gas regulator
- 3.1.9.4 Two 100lb. LP gas bottles with chains and pigtails (Forward of gooseneck drop)
- 3.1.9.5 Connection to gas manifold

3.1.10 Electrical Service and Equipment

- 3.1.10.1 120/240 VAC/50Amp / 1 Phase electrical service
- 3.1.10.2 One 120/240 VAC / 50 Amp Inlet receptacle
- 3.1.10.3 25 ft. / 50 Amp Shore cable
- 3.1.10.4 Perimeter 4 x4 electrical raceway at wall/ceiling transition



REQUEST FOR QUOTATION
Mobile Poultry Processing Unit

- 3.1.10.5 Twelve 4 ft. vapor proof fluorescent ceiling lights with W/P wall switches
- 3.1.10.6 Four 120 VAC exterior GFI duplex receptacles with weatherproof covers
- 3.1.10.7 Sixteen 120 VAC GFI interior duplex receptacles with weatherproof covers
- 3.1.10.8 Four 120 VAC GFI interior duplex receptacles with weatherproof covers for packing room

3.1.11 Plumbing Equipment

- 3.1.11.1 3. Stainless steel hand sink knee pedal operators and LP gas instant water heater
- 3.1.11.2 Three stainless steel hand sinks with gooseneck faucets and knee pedal operators
- 3.1.11.3 100 gal. custom stainless gray water waste holding tank with vent
- 3.1.11.4 And locking RV style drain valves
- 3.1.11.5 Floor drains to standard RV outlet with locking valve

3.1.12 Auxiliary, Service, Emergency and Transport Equipment

- 3.1.12.1 One 8ft. retractable RV awning in aluminum case on rear
- 3.1.12.2 Hydraulic jack and lug wrench
- 3.1.12.3 Road emergency kit with reflective triangles
- 3.1.12.4 Four wheel chocks
- 3.1.12.5 Three 10B:C fire extinguishers with vehicle brackets
- 3.1.12.6 Mud flaps

3.1.13 Slaughterhouse Equipment

- 3.1.13.1 Ashley SS30 Stainless steel scalding LP gas (or equal)
- 3.1.13.2 Ashley SP30 Picker (or equal)
- 3.1.13.3 Midwest stun knife (or equal)
- 3.1.13.4 Ashley kill rack (or equal)
- 3.1.13.5 Five Ashley Galvanized broiler kill cones (or equal)
- 3.1.13.6 One Ashley Galvanized tom kill cone (or equal)
- 3.1.13.7 Ashley 4 man eviscerating trough/table 28 x 60 (or equal)
- 3.1.13.8 One galvanized conveyor line with rollers
- 3.1.13.9 Ten combination turkey/broiler shackles
- 3.1.13.10 Giblet station
- 3.1.13.11 18 x 60 stainless steel hinged packing table top
- 3.1.13.12 600lb. Ice maker – electric set in gooseneck

Tri Van complies

**REQUEST FOR QUOTATION
Mobile Poultry Processing Unit**

- 3.1.13.13 15 cu ft. Electric ice freezer – set in gooseneck
- 3.1.13.14 Small door between goose neck and packing room (for ice from gooseneck to packing room)
- 3.1.13.15 Vacuum sealer

3.1.14 Pre-delivery Service, Data and Testing

- 3.1.14.1 Clean, prep and detailing
- 3.1.14.2 Water test to commercial standard
- 3.1.14.3 Road test and weight certification
- 3.1.14.4 Operations check test and certification
- 3.1.14.5 Operators manual
- 3.1.14.6 Manufacturer's certificate of origin
- 3.1.14.7 FMVSS and FMCSR inspection and certification
- 3.1.14.8 30 day temporary registration tag

3.1.15 Warranty

3.1.15.1 Hand-Off Warranty

Hand-off is defined as a transfer of the new Custom Trailer to the Government. Hand-off is further defined as not more than 60 days after delivery to the Government. Notwithstanding inspection and acceptance by the Government of the new Custom Trailer and Services provided under the Contract, or any provision of this contract concerning the conclusiveness thereof, Vendor hereby warrants that the new Custom Trailer conforms to the Performance and Manufacturing requirements specifically delineated in the contract/specifications and will conform to the performance requirements defined in the Statement of Work. Under this warranty, the Vendor, shall be liable for the correction of all failures/defects, as defined below, from final acceptance to and including hand-off to the user. All labor to correct hand-off defects will be performed by the Vendor, or its designated Dealer Representative at no additional cost.

3.1.15.2 Material and Workmanship Warranty

The Vendor warrants that the new Custom Trailer will be free from defects in material and workmanship and will conform to the requirements of this contract for the duration of 12 months from the date of hand-off as defined above, or after the new Custom Trailer has been operated for 36,000 miles, whichever occurs first. This warranty covers all contract items, parts and labor, except for normal wear and tear, accident damage, misuse, alterations, combat damage, damage due to lack of maintenance or use of fluids/lubricants not recommended, and normal maintenance schedules service items such as filters, screens, fluids, and brake shoes. In the event of a failure under this warranty, the Vendor shall provide the necessary parts and labor to schedule repairs within 72 hours of notification, at a location

Trivan complies



REQUEST FOR QUOTATION
Mobile Poultry Processing Unit

designated by the Vendor.

3.1.15.3 Pass-Through Warranties

To the extent that the Vendor suppliers normally provide a commercial or trade practices warranty that exceeds the Vendors warranty, the Vendor shall pass the identical warranty to the Government and associated users.

The Vendor shall provide copies of warranties for parts and assemblies to the Government designated representative. The Pass-Through Warranties contain the manufacturers name, part or assembly nomenclature, manufacturer (vendor or subcontractor) part number, and the extent (coverage and duration) of the warranty. Actual copies of the subcontractor/vendor warranties are provided to the Government designated representative at delivery.

3.1.15.4 Warranty Administration

The Vendor shall be responsible for administering all pass-through warranties to the terms of the supplier warranty. Pass-through warranties will start at the time of Hand-off to the Government. All remedies which the government may seek as the result of such pass-through warranties shall be brought against the Vendor and we shall administer such remedies in accordance with the supplier warranty terms and conditions. The cost for the warranty will be included in the price for the Custom Trailer.

3.1.15.5 Warranty Repair at Dealer Location

The Vendor requires that all Warranty Repairs and Replacement Parts be executed by the them at the factory, our Dealer Locations, or Pass-Through Warranty Locations. Subsequent to Contract Award, additional Dealer Locations will be provided for Warranty Service.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Tri Van Complics

REQUEST FOR QUOTATION
Mobile Poultry Processing Unit

4.2 Pricing Page: Vendor should complete the Pricing Page by including all prices as one total. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 180 working days after receiving a purchase order. Contract Items must be delivered to Agency at 217 Gus R. Douglass Lane, Charleston, WV 25312.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

TriVan complies

REQUEST FOR QUOTATION
Mobile Poultry Processing Unit

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

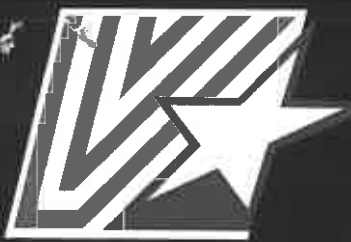
7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein
- 7.1.2** Failure to comply with other specifications and requirements contained herein
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract
- 7.1.4** Failure to remedy deficient performance upon request

7.2 The following remedies shall be available to Agency upon default

- 7.2.1** Immediate cancellation of the Contract
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract
- 7.2.3** Any other remedies available in law or equity

Tri Van complies



Customized TriVan Bodies/Trailers & Enclosures

TriVan Oil & Gas Vehicles
By TriVan Truck Body

- Chemical Trailers
- Control Units
- Concentrated Oil Storage Enclosures
- Crew Trailers
- Data Units & Trailers
- Pressure Testing & General Work Service Bodies
- Wellhead Trailers
- Work Trucks
- and more...

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Energy

TriVan Specialty Vehicles
By TriVan Truck Body

- Waste Disposal / Solid Waste Trucks
- Green Space Composting
- Process Trailers
- Low Profile
- Van
- Service & Repair
- Bulk Liquid
- and more...

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Law Enforcement

TriVan Specialty Vehicles
By TriVan Truck Body

Designing & Manufacturing Specialty Vehicles for:

- Medical / Supply / City Clean
- Farm / Service / Body Work
- Police / Maintenance
- Water's Management Services
- Educational / Transport
- Truck Replacement

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Government & Utilities

TriVan Specialty Vehicles
By TriVan Truck Body

Body Building and Accessories for:

- Water & Municipal Services
- Solid Equipment
- Sanitation Enclosures
- Domestic / County / City Work
- Power / Supply / Utility Trucks
- and more...

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Upfitting



Film

Mobile Processing Trailers
By TriVan Truck Body

Mobile Processing Trailers for USDA Approved or Custom Exempt Operators

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Meat Processing



Generator Enclosures



ISO Container Conversions



Contract Manufacturing





Mobile Processing Trailers

By TriVan Truck Body



**Mobile Processing Trailers for USDA Approved
or Custom Exempt Operators**

<http://trivan.com/mobile-processing-unit>

STRUCTURAL WARRANTY

TriVan Truck Body, LLC, herein called TriVan, warrants this unit against all defects in material and workmanship for a period of ONE year or 12,000 miles from date of purchase, with the exceptions of those items noted below under "Exceptions."

For any claim to be made under this warranty, the purchaser must contact TriVan before repair or corrective action is taken. TriVan reserves the right to inspect the unit for the validity of the claim, and TriVan reserves the right to authorize the repair, or the corrective action through its appointed dealers or agents.

A properly endorsed Purchase Order must be obtained from TriVan before corrective action is taken. Non-compliance will result in non-payment of claim.

This warranty is conditioned on normal use and reasonable maintenance.

The expense of any transportation to or from an appointed repair facility shall be that of the purchaser and is not an item covered by this warranty.

No person is authorized to make any representation or warranty on behalf of TriVan other than set forth in this warranty. Neither TriVan nor any of its dealers or agents shall be liable for damages, whether ordinary, incidental or consequential.

EXCEPTIONS

The following items are not covered under this warranty:

- 1) The complete chassis as supplied by its manufacturer
- 2) Paint finish*
- 3) Components not manufactured by TriVan (subject to components' manufacturers' own warranty, and including light bulbs, roll-up rear doors, and liftgates)
- 4) Sign painting and decals affixed to the body
- 5) Damage due to an accident, or to abuse.

Date of delivery _____

Body serial number:

TRIVAN TRUCK BODY, LLC

1385 WEST SMITH ROAD
FERNDALE WA 98248
Phone: (360) 380-0773

*Paint adhesion to metal is included under this warranty.

Please detach the following section and return to TriVan Truck Body at the address above:

Owner's name: To be completed upon delivery

Address:

Date of purchase:

Body serial number:



TriVan Truck Body

1385 West Smith Road
Ferndale, WA 98248

Ph (360) 380-0773 www.trivan.com
Fax (360) 312-1398

Estimate

Date	Estimate #
10/21/2013	4367

Name / Address
WV Purchasing Division 2019 Washington St E Charleston, WV 25305

Ship To

P.O. No.	Terms	Due Date	Rep	Account #	FOB	Project
	Net 30	11/20/2013	Bob L		Ferndale, WA	

Item	Description
Trailer	<p>Custom MPPU (Mobile Poultry Processing Unit)</p> <ul style="list-style-type: none"> ~ Fifth Wheel Style Gooseneck Tandem axle trailer, single wheels, 18,000 # GVWR ~ Flat floor construction ~ Heavy duty steel trailer frame and aluminum body with 8ft Retractable Awning at rear of trailer ~ Interior finishing includes Urethane Foam Insulation, Kemlite lining and USDA approved finishing ~ HVAC includes Thermo King refrigeration unit, exhaust fans and electric heaters, air curtains over doors ~ LP Gas equipment and lines to service instant hot water heater and scalding ~ Single Phase 120/240V 50A Electrical Service, shorepower hookup and waterproof receptacles and lights ~ Quote includes Slaughterhouse/processing equipment, conveyor line with rollers, eviscerating table and ice maker/storage, vacuum sealer
DIMENSIONS	<p>36ft Long OD x 101" wide OD x 108" high ID</p> <ul style="list-style-type: none"> ~ Overall height is 144" ~ Height from ground to floor 36" loaded, with 13" road clearance
DESIGN DRA... SUBFRAME I... TRAILER CHA...	<p>AutoCad design drawings shall be provided for customer approval prior to manufacture</p> <p>Steel Frame with flat floor, no wheel wells</p> <ul style="list-style-type: none"> (2) 8,000 lb conventional spring axles with all-wheel independent suspension and greasable hubs (electric brakes on all wheels) (5) 17.5 Aluminum wheels with 245/75R 17.5 tires (1) spare tire and wheel (mounted) with rack on front inside wall of Gooseneck Room (2) 2 speed Landing Gears (1) 5th Wheel Hitch Configuration, 2-5/16" hitch (1) 7-pole trailer plug SAE J590 ICC and Nose Box (2) Rear telescoping stabilizer legs
WALLS	<p>Walls of body are constructed of TriVan's extruded aluminum interlocking "Snap-Lock" panels, which form a smooth, puncture-resistant & rivet-free "billboard" side wall.</p> <p>Exterior aluminum skin thickness: .100"</p> <p>1" wall posts 12" on center</p>
WINDOWS	<p>Supply & install (3) 30"W x 24"H single pane, light tint, sliding emergency exit style Hehr RV window c/w radius corners</p>
ROOF .040	<p>1-piece, seamless .040" aluminum skin roof with extruded aerodynamic/rounded perimeter roof edge and crowned aluminum extruded roof bows 22" o.c.</p>

Subtotal
Sales Tax (0.0%)
Total



TriVan Truck Body

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Ferdale, WA 98248

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Fax (360) 312-1398

Estimate

Date	Estimate #
10/21/2013	4367

Name / Address
WV Purchasing Division 2019 Washington St E Charleston, WV 25305

Ship To

P.O. No.	Terms	Due Date	Rep	Account #	FOB	Project
	Net 30	11/20/2013	Bob L		Ferdale, WA	

Item	Description
DOORS	(2) Aluminum TriVan Personnell Doors ~ (1) Rear door 40" wide door x 84" tall with Camlock ~ (1) Curbside Side door 32" wide x 84" tall on curbside with BP12 Latch and Camlock ~ Doors are insulated and lined like the rest of the trailer body (1) 24 x 32" kickout door (offal), location TBD, includes D ring handle latch
STAIRS-FOLD...	(1) small door between cooler and packing room (in gooseneck) dims tbd (2) Hinged heavy-duty aluminum foldout stairs installed at each door. Stair treads are constructed with formed aluminum PerfoGrip channel
HANDRAIL-AL...	(2) Tubular aluminum removable handrail for side of TriVan foldout stairs (one side only) Door can open/close with handrail in place
Floor Extruded	Diamondplate floor with 6" high kickplate all around, coved and continuous welded ~ .100" thick Aluminum Diamondplate ~ Underlay is 3/4" Fiberboard by Space Age Synthetics (water and rot resistant) ~ Floor DRAIN and grating in Kill and Clean room (gutter runs width or lengthwise), connected to RV outlet with locking valve
36'	1" Urethane Foam insulation in walls and ceiling, 2" in floor, 4" in gooseneck cooler room and doors This is a closed-cell, non-settling, vermin-proof, quiet insulation
KEMLITE (OVE...	Walls and ceilings (includes partition walls) lined with Smooth .090 Kemlite Glasboard ~ one piece Kemlite (no seams) ~ (3/8" Plywood underlay)
PARTITION W...	(4) Insulated Aluminum Partition Walls ~ (1) Lateral and (1) Longitudinal wall in Gooseneck w/ (2) 28" w x 72" h doors with double freezer locks and/or camlocks ~ (1) Center of body Partition Wall with 28" x 80" door w/ freezer lock and inside release ~ (1) Rear of body Partition Wall with 28" x 80" door w/ freezer lock and inside release
PLUMBING	Plumbing to include: (1) 100 gallon Under Body SS Waste Water Tank with vent Renaii On-Demand propane water heater with controller Pressure pump, expansion tank and plumbing to processing areas (3) Knee operated S/S sink units mounted in processing rooms, with cold and hot water and gooseneck faucets Plumbing in trailer interior is surface mounted for easy access Includes locking RV style drain valves and grey/black hoses

Subtotal
Sales Tax (0.0%)
Total



TriVan Truck Body

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Ferndale, WA 98248

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Fax (360) 312-1398

Estimate

Date	Estimate #
10/21/2013	4367

Name / Address
WV Purchasing Division 2019 Washington St E Charleston, WV 25305

Ship To

P.O. No.	Terms	Due Date	Rep	Account #	FOB	Project
	Net 30	11/20/2013	Bob L		Ferndale, WA	

Item	Description
HVAC	(2) 14" diameter exhaust fans (2000 CFM or more) and intake air vents (1) 36" Air Curtain over CS door (Mars AA36) SS with Washdown Motor (1) 48" Air Curtain over rear door (Mars AA48) SS with Washdown Motor (1) Front Mount Thermo King Refrigeration Unit Model V-520
30LB TANKS	Supply & install (2) 100lb propane tanks, including brackets, hold-downs, high volume 2 stage gas regulator, switchovers and all valving. Tanks to be installed in a vented exterior compartment, forward gooseneck section of trailer
12V ELECTRI...	Exterior lighting to FMVSS, including 1" round LED clearance lights, 1 pair of 4" round LED Grote stop-tail-turn signals and 1 pair of 4" round LED Grote reverse lights.
SQUARE D PA...	Supply & install 120V/240V 60Hz AC Electrical Service USA Std. Wiring, 50 Amp breaker panel mounted in Mechanical Room, includes: Raceway at wall/ceiling (4" x 4") for electrical conduit Shore Power connector with 25ft Cable 12V Battery and charger (20) duplex interior GFCI waterproof outlets (4) exterior GFCI duplex outlet with weatherproof covers (12) Beghelli Vaportite Surface Mounted, 48" long double tube flourescent lights with Waterproof Light Switches
SAFETY PACK...	Safety package, including: ~ (4) 9V-battery operated smoke alarm, ~ (4) 9V-battery operated carbon monoxide detectors, ~ (3) 10lb fire extinguisher installed near entry doors, ~ (1) DOT reflective triangle kit ~ (4) Wheel Chocks ~ (1) Hydraulic jack and lug wrench ~ (2) TriVan mudflaps and anti sway brackets ICC reflective conspicuity tape
AWNING	Supply & install (1) manual RV type awning, 8'L, including aluminum protective casing ~ installed at rear of trailer
PAINT-WHITE	Body exterior primed and painted WHITE, excluding roof, PPG acrylic urethane paint. Trailer frame primed and painted BLACK, PPG acrylic urethane paint.

Subtotal
Sales Tax (0.0%)
Total



TriVan Truck Body

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 Ferndale, WA 98248

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 Fax (360) 312-1398

Estimate

Date	Estimate #
10/21/2013	4367

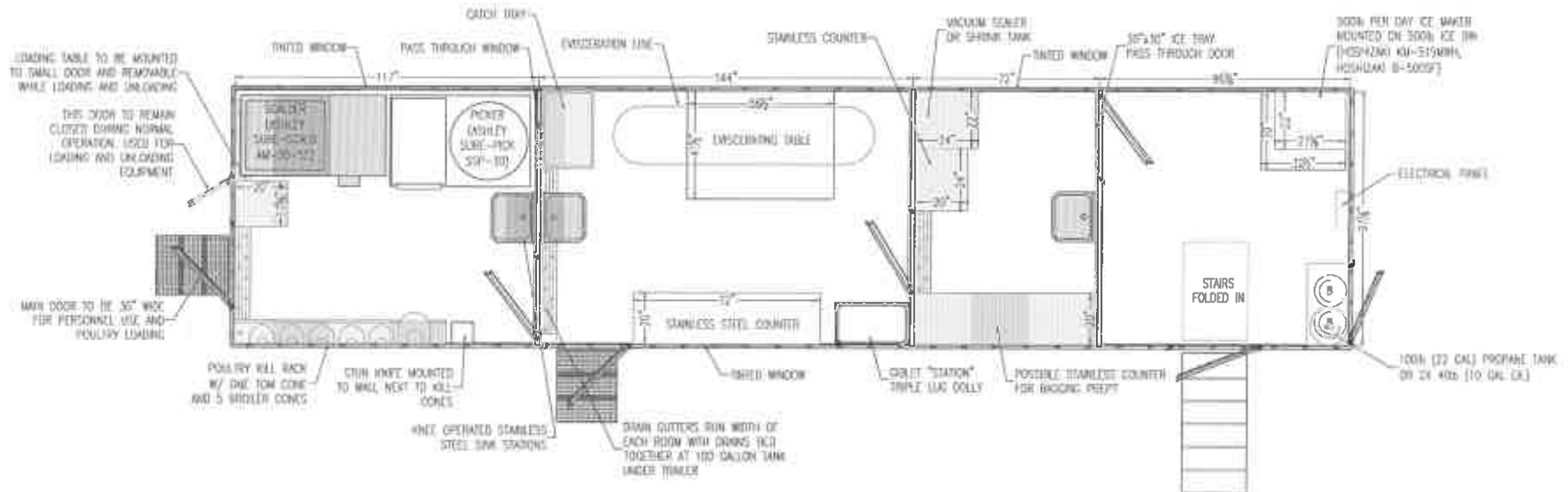
Name / Address
WV Purchasing Division 2019 Washington St E Charleston, WV 25305

Ship To

P.O. No.	Terms	Due Date	Rep	Account #	FOB	Project
	Net 30	11/20/2013	Bob L		Ferndale, WA	


Item	Description
SPECIALTY	Poultry Processing Equipment included: (1) SS 30 Scalding (Ashley or equivalent) (1) SP 30 Plucker (Ashely or equivalent) (1) 110V Stun Knife (Midwest or equivalent) (1) SS Kill Rack (Ashley or equivalent) (5) Galvanized Broiler Kill Cones (Ashley or equivalent) (1) Galvanized Tom Kill Cone (Ashley or equivalent) (1) 4 person Eviscerating Table (1) Galvanized Conveyor Line with Rollers (10) Combination Turkey Broiler Shackles (1) Giblet Station (1) 18 x 60 Stainless Steel table with hinged top (1) Ice Maker (Manitowoc Model IY-0504A) 560 lb in/24 hours (1) 16 cu ft Chest Freezer (Kelvinator Model KCCF160QW) (1) Vacuum Sealer (Sipromac Model 300) (1) Hoshizaki Ice Maker and Cooler
OTHER	Unit will be detailed, prepped and cleaned ~ includes testing; water tested, road tested, propane system, heaters ~ QC checklist ~ Manual included ~ Manufacturers Certificate of Origin provided, 30 day registration tag ~ FMVSS and FMCSR certified
TERMS	FOB Plant 50% down with order, balance payable prior to shipment

Subtotal	USD 227,510.00
Sales Tax (0.0%)	USD 0.00
Total	USD 227,510.00



NOTES
 -FLOOR IS 3/4" THERMOLITE BOARD WITH ALUMINUM DIAMOND PLATE OVER THE TOP.
 -1/8" ALUMINUM SHEET LINING GOES 6" UP WALLS IN ALL ROOMS
 THERE IS A 1" BREAK AT THE BOTTOM FOR EASE OF CLEANING AND DRAINING. FULLY WELD TO FLOOR AND FASTEN WITH SCREWS TO THE WALLS.
 -1" OF URETHANE INSULATION IN ALL ROOMS
 -LEAVE 1/2" GAP BETWEEN PLYWOOD (IN WALLS) AND FLOOR

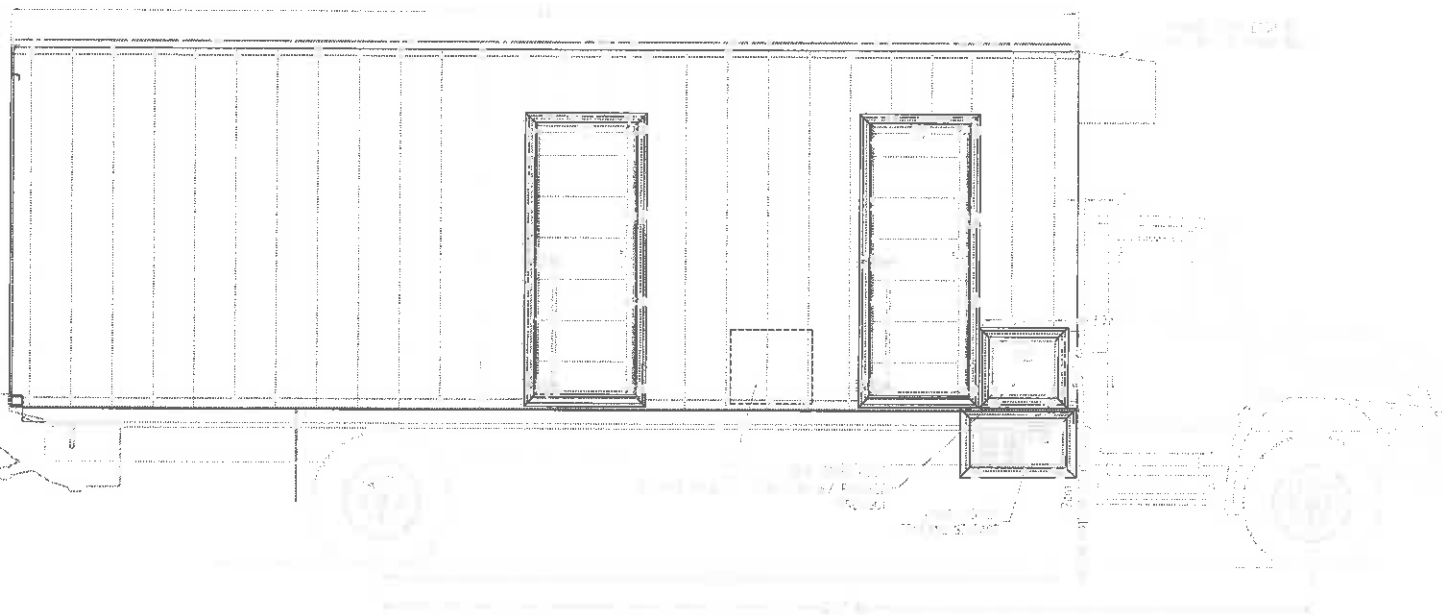
REVISIONS

TRIVAN

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 Ferndale, WA 98248
 (360) 380-0773

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TITLE		FLOOR PLAN	
CUSTOMER	WVDA	UNIT #	XXXX
SIZE	36' x 8.5' x 8' (id) TRAILER	SCALE	NTS
DATE	October 18, 2013	BY	CCM
		UNITS	CM
		PAGE	1
		OF 1	-





NOTES:

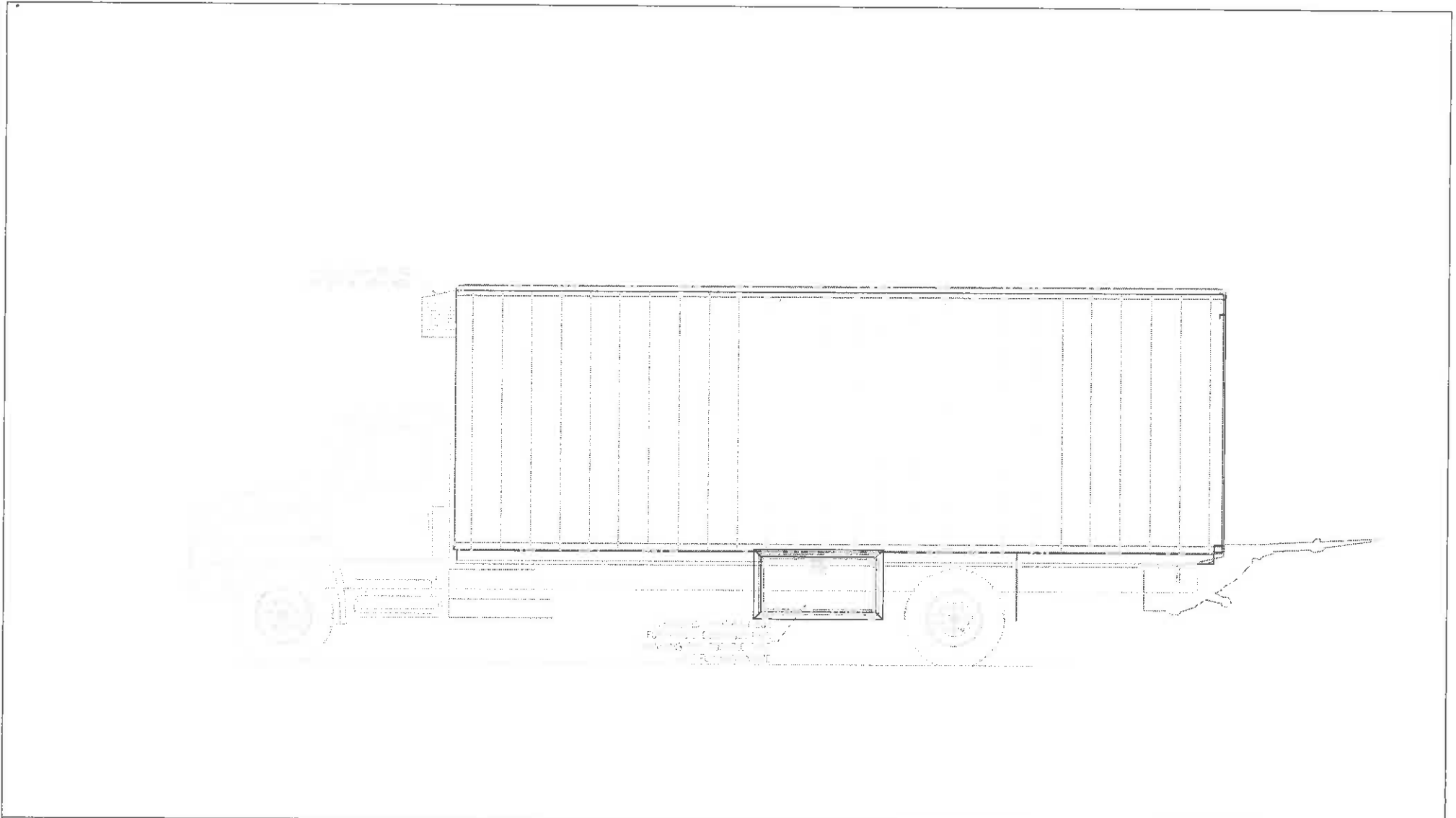
REVISIONS




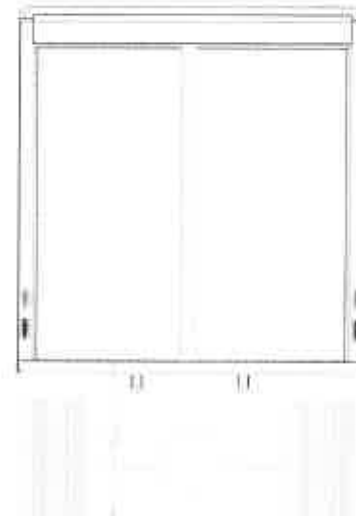
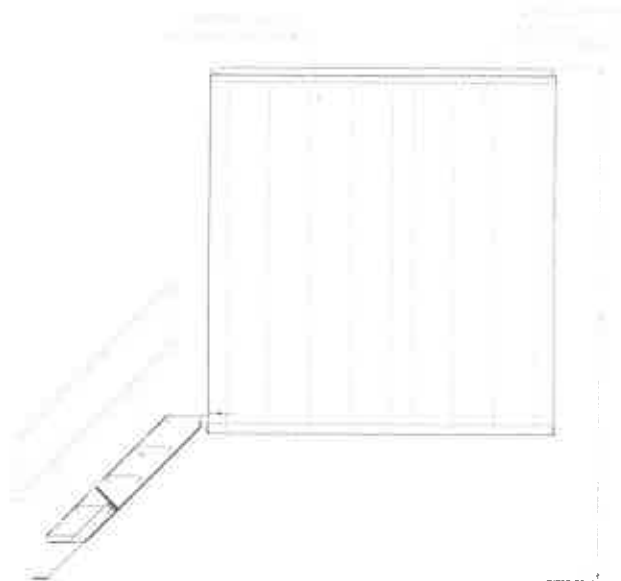
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TITLE		CURBSIDE ELEVATION		
CUSTOMER	NW AGRICULTURE BUSINESS CENTER		UNIT #	2523
SIZE	26' x 8.5' x 8' (id) TRAILER		SCALE	NTS
DATE	April 16, 2014	BY	CCM	PAGE 1 OF -
			UNITS	CM
				REV -



NOTES:	REVISIONS	 <p>1385 W. Smith Rd Ferndale, WA 98248 (360) 380-0773</p> <p><small>THIS IS A COPYRIGHT DRAWING AND SHALL NOT BE USED, REVISED OR REPRODUCED WITHOUT WRITTEN PERMISSION OF TRIVAN TRUCK BODY LLC</small></p>	TITLE ROADSIDE ELEVATION						
			CUSTOMER NW AGRICULTURE BUSINESS CENTER		UNIT #	2523			
			SIZE	26' x 8.5' x 8' (id) TRAILER		SCALE	NTS	PAGE	REV
			DATE	April 16, 2014	BY	CCM	UNITS	CM	2



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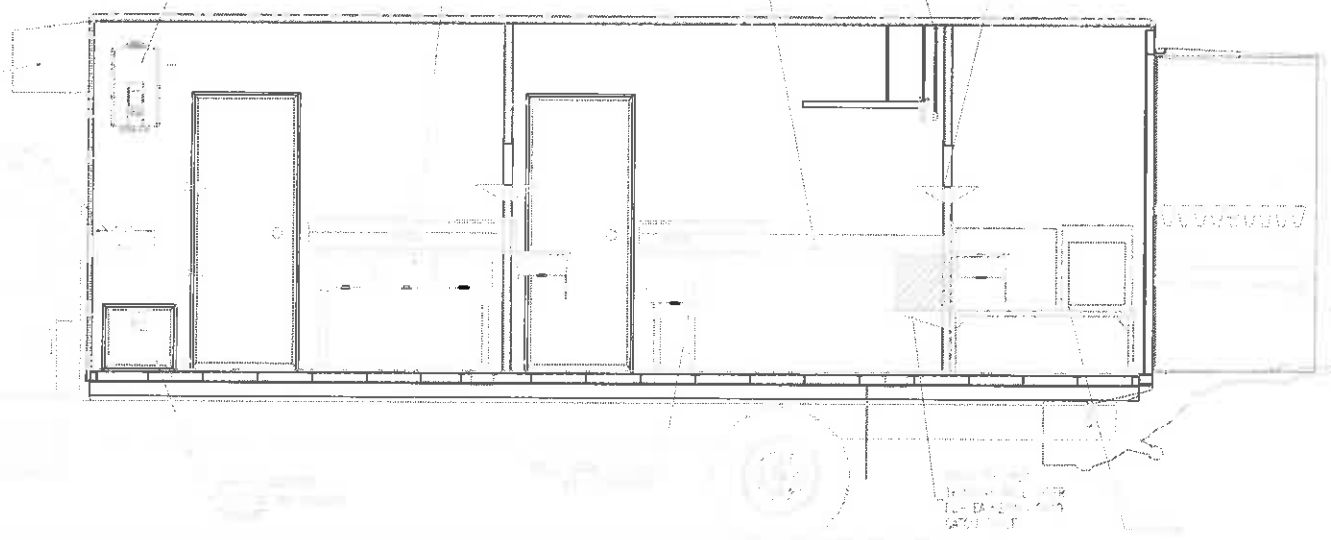
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TITLE FRONT & REAR ELEVATION			
CUSTOMER	NW AGRICULTURE BUSINESS CENTER	UNIT #	2523
SIZE	26' x 8.5' x 8' (id) TRAILER	SCALE	NTS
DATE	April 16, 2014	BY	CCM
		UNITS	CM
		PAGE	3
		OF -	-



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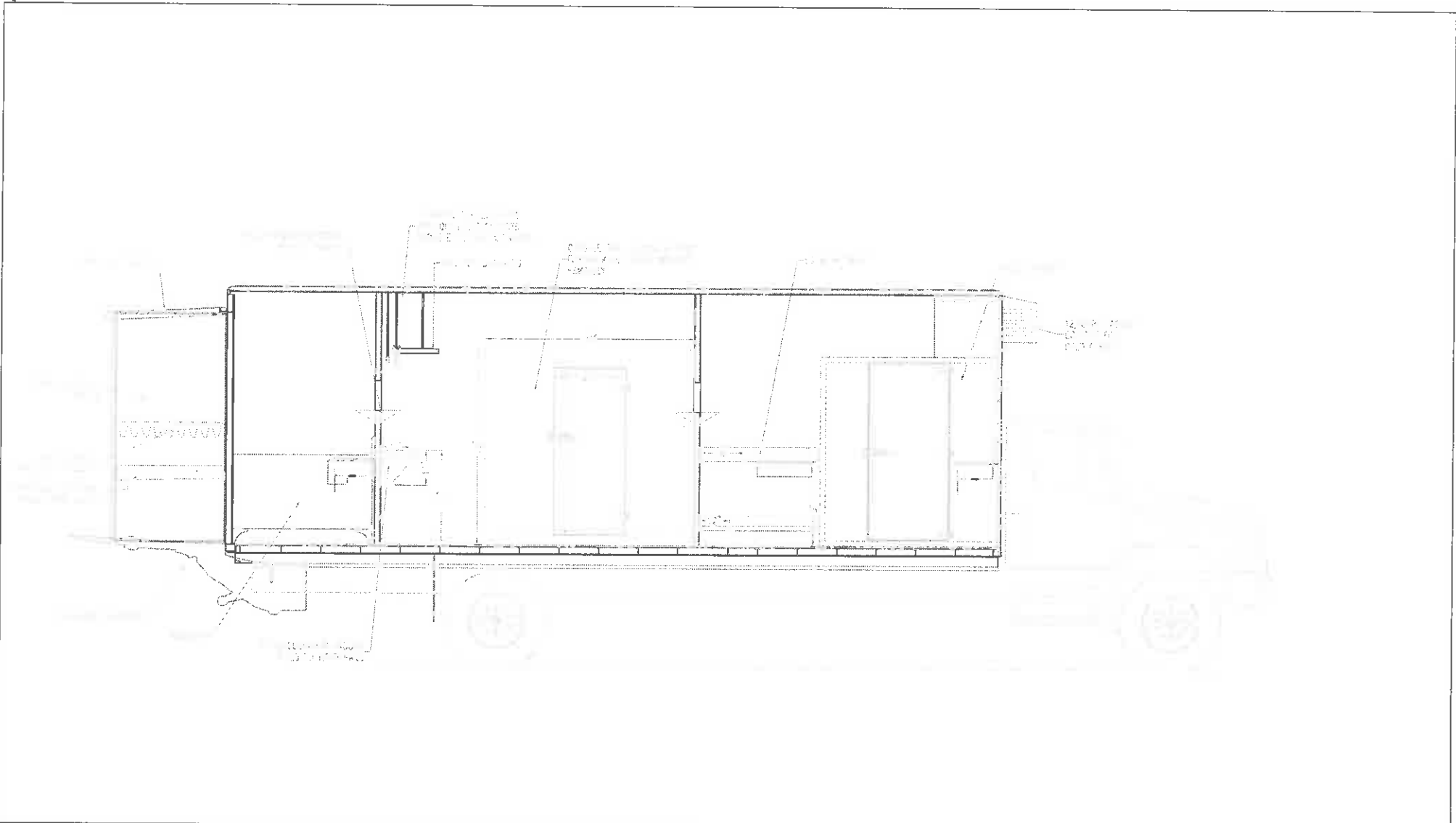
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TITLE		CURBSIDE INTERIOR	
CUSTOMER	NW AGRICULTURE BUSINESS CENTER		UNIT #
SIZE	26' x 8.5' x 8' (id) TRAILER		2523
DATE	APRIL 16, 2014	BY	CCM
SCALE	NTS	PAGE	4
UNITS	CM	OF -	-



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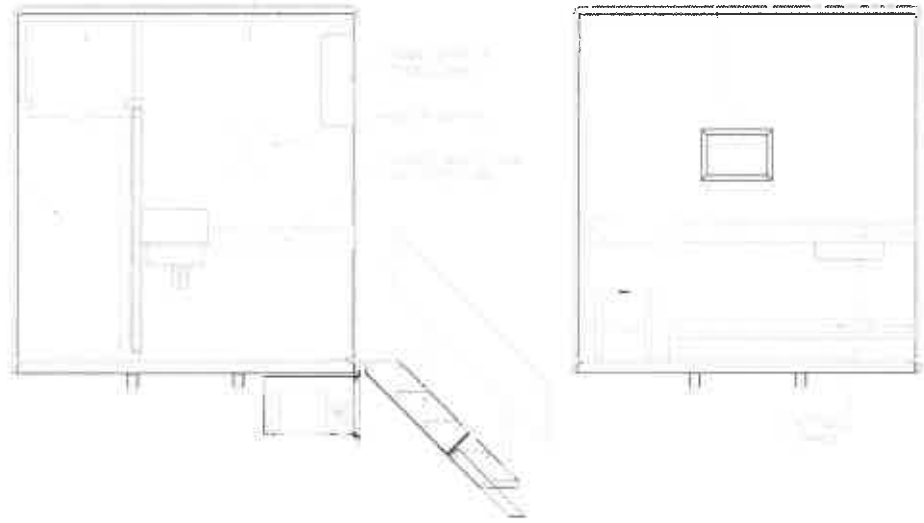
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TITLE		ROADSIDE INTERIOR		
CUSTOMER	NW AGRICULTURE BUSINESS CENTER		UNIT #	2523
SIZE	26' x 8.5' x 8' (id) TRAILER		SCALE	NTS
DATE	April 16, 2014	BY	CCM	PAGE 5 OF -
			UNITS	CM
				REV -



NOTES

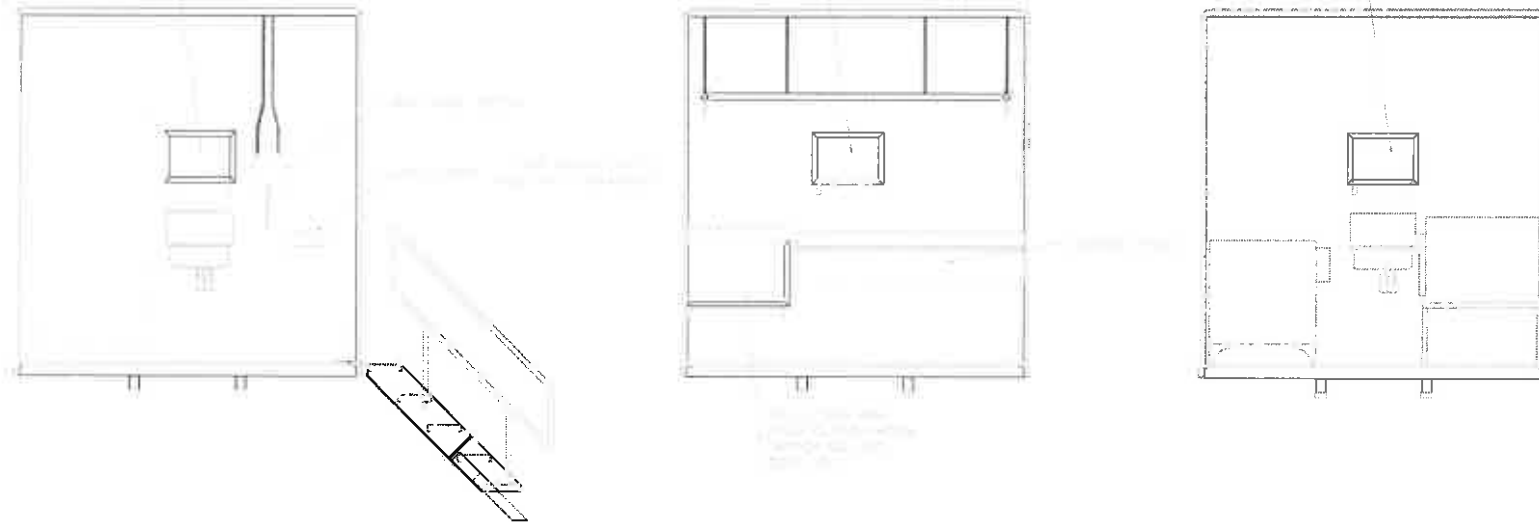
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TITLE		CUT/WRAP ELEVATIONS	
CUSTOMER	NW AGRICULTURE BUSINESS CENTER	UNIT #	2523
SIZE	26' x 8.5' x 8' (ld) TRAILER	SCALE	NTS
DATE	April 16, 2014	DRW	CCM
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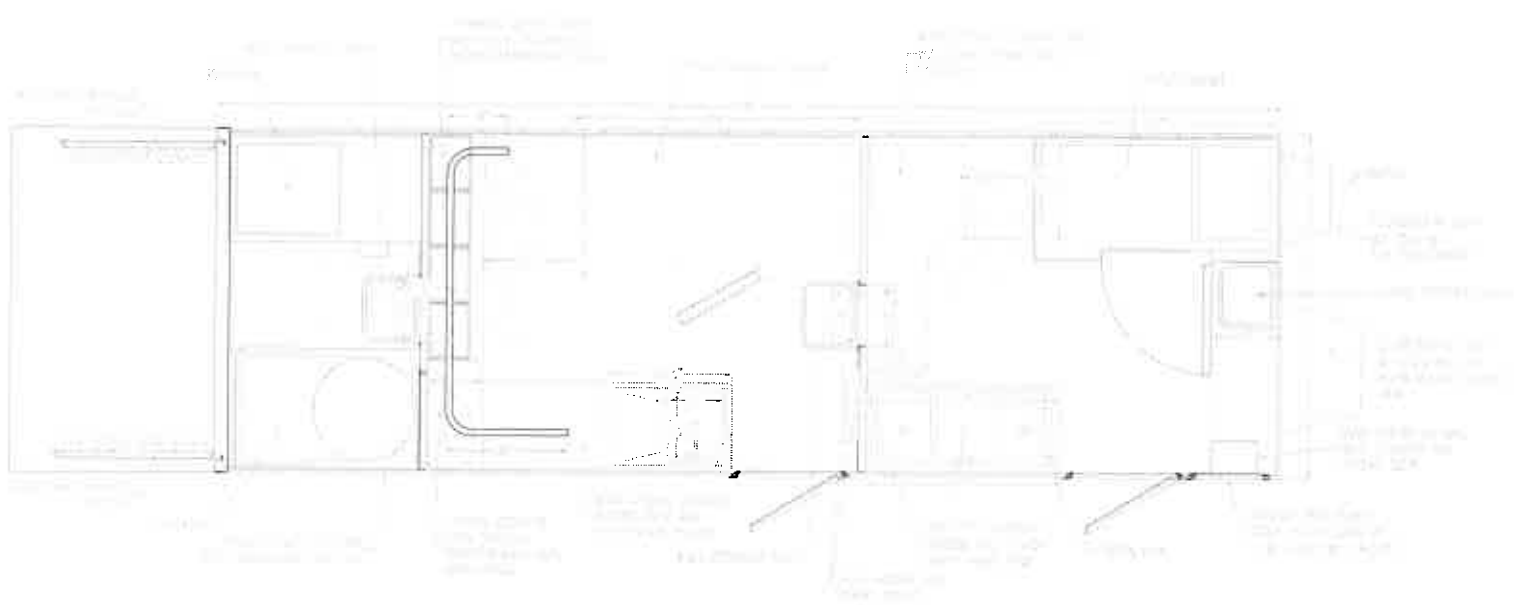
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TITLE		EVISCERATION/KILL ROOM ELEVATIONS	
CUSTOMER	NW AGRICULTURE BUSINESS CENTER	UNIT #	2523
SIZE	26' x 8.5' x 8' (ld) TRAILER	SCALE	NTS
DATE	April 16, 2014	DRAWN BY	CCM
		UNITS	CM
		PAGE	6
		REV	-
		OF	-



NOTES:

REVISIONS:



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TITLE		PLAN VIEW	
CUSTOMER	NW AGRICULTURE BUSINESS CENTER	UNIT #	2523
SIZE	26' x 8.5' x 8' (id) TRAILER	SCALE	NTS
DATE	April 16, 2014	BY	CCM
		UNITS	CM
		PAGE	7
		OF	-
		REV	-

Field Test #5: (Inspected Slaughter)

We did a large inspected slaughter on Sept 2nd at a farm East of Neerlandia. These were larger (6-8 Lb) broiler chickens that were raised outside on a grain based ration. We had the opportunity to do 600-700 birds if time allowed. The plan was to test everything and get a real feel for the economic potential of the Abattoir in a situation where the farmer direct markets chicken and the customers come to the farm to pick up fresh chickens right from the Abattoir.

We had a crew of 11 people (including the inspector), one person kept busy just hauling birds to the back of the abattoir, two people were busy in the dirty room, and 8 people were kept busy in the clean room.





The Dirty Room:

The chickens were delivered to the back of the abattoir in plastic crates using a tractor and front end loader. Five birds at a time were stunned and then bled, then another 5 were stunned and bled while the first 5 bled out. Then the first 5 were put into the scalding and the next 5 were stunned and bled. There was usually 10 birds hanging and bleeding at any time.

The scalding is on a timer and it was set for just over one minute. As soon as the scalding stops it is important to immediately put the birds into the plucker because birds pluck best when still hot. The plucker did an excellent job and left very few feathers. We had installed a new shower head on the plucker and put this on a manual off /on switch. This worked well and we used much less water. We only had to put the water on for a few seconds every pluck cycle. From the plucker the birds were passed through a window in the door into the clean room.





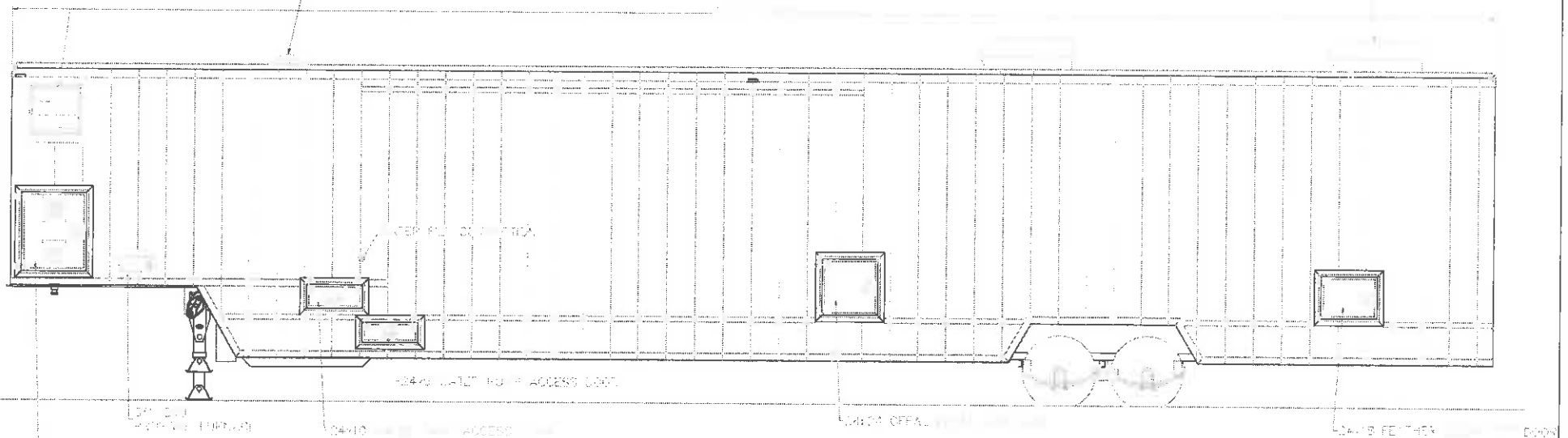


Cooling:

We used 17 out of 30 cooling trees to hang the 400 birds. The cooler was just over half full. We sprayed the birds with water regularly (every 30 minutes) to help the cooling process and prevent drying.

It was also important to ensure enough space between birds in the cooler so that birds were not touching each other. The cooling went well, the first birds in were cool enough to sell (4°C deep muscle)

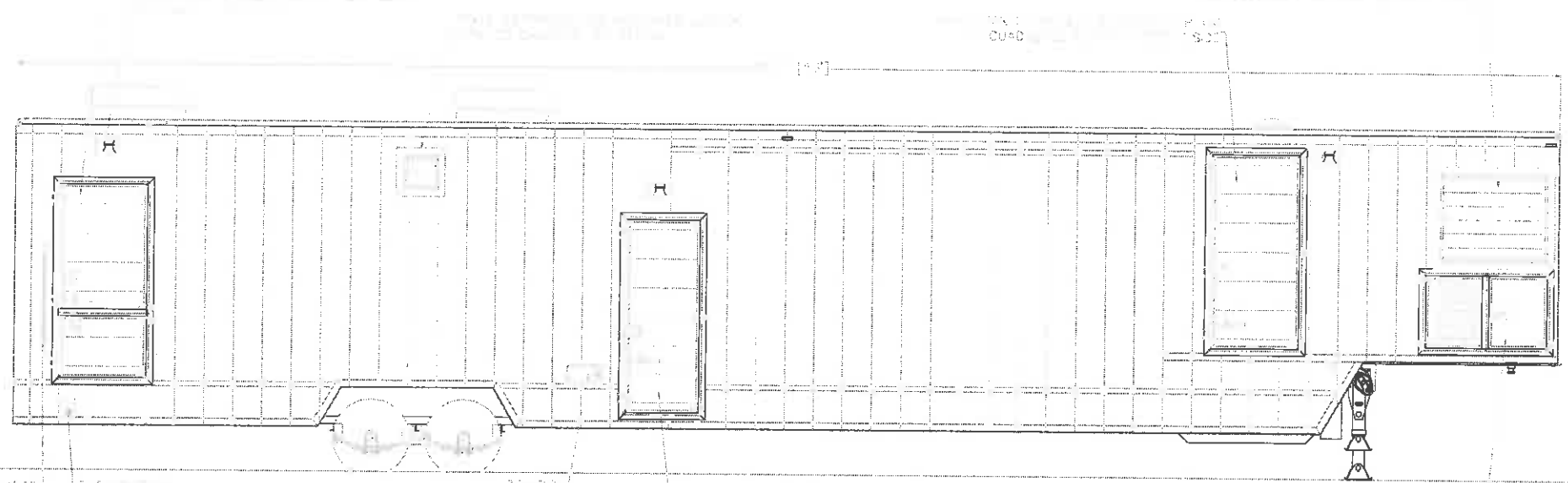
ROADSIDE ELEVATION



24\"/>

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		<p>OLDS COLLEGE</p> <p>53'x8.5'x10' INSULATED POULTRY PROCESSING TRAILER</p>		DATE	June 20, 2008	UNIT	20109

CURBSIDE ELEVATION



LATCH
CRAB HANDLE

FLP
FCP

MAN

35" DIA
LINKAGE

3 1/2" DIA DOOR
ON SINGLE AXLE

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TRIVAN TRUCK BODY

TRIVAN TRUCK BODY
FERDALE, WA
OLDS COLLEGE
53'x8.5'x10' INSULATED POULTRY PROCESSING TRAILER

SCALE NTS

BY MTV

DWG. No. 2 of 9

DATE June 20, 2008

UNIT **20109**

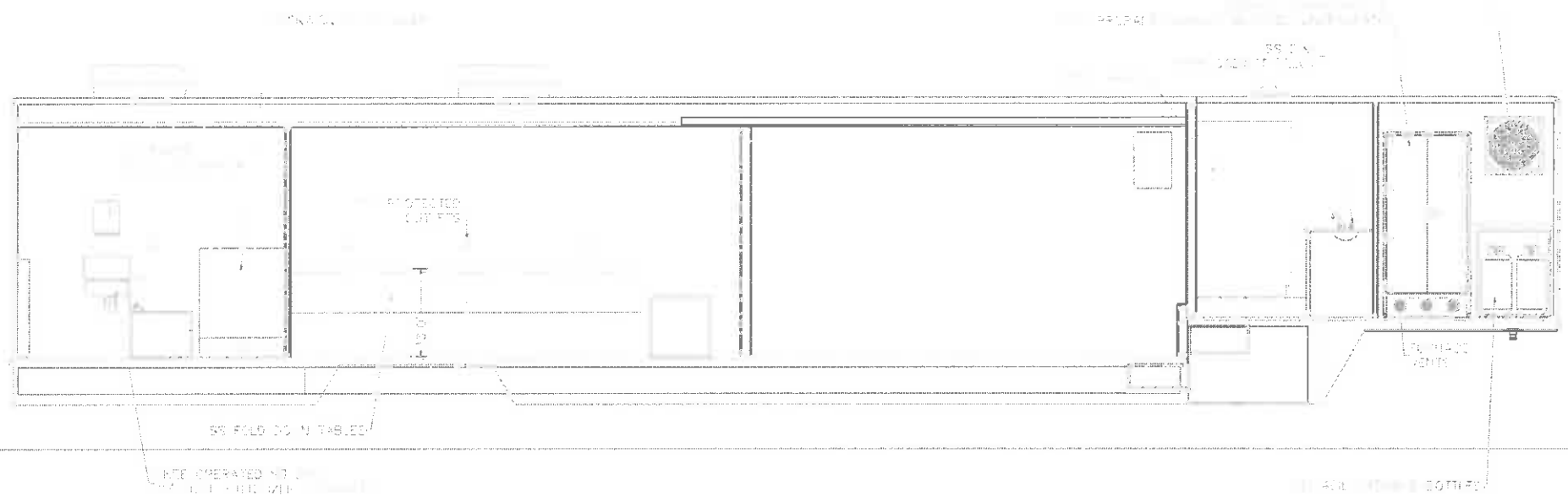
FRONT ELEVATION

REAR ELEVATION



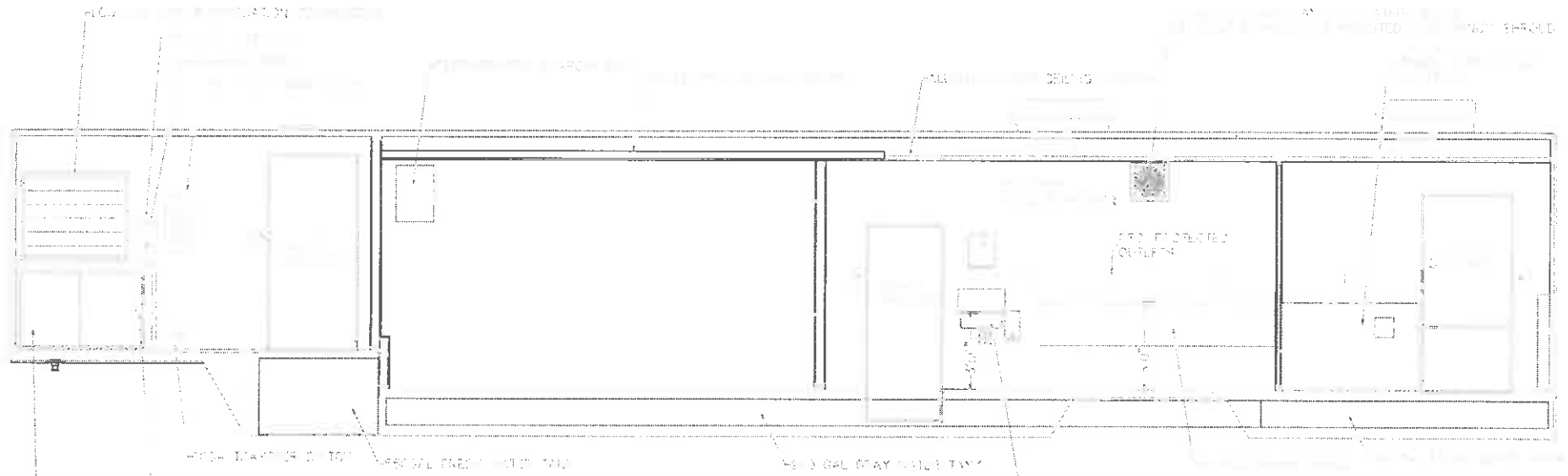
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		OLDS COLLEGE 53'x8 5/8'x10' INSULATED POULTRY PROCESSING TRAILER		DATE	June 20, 2008.	UNIT	20109

ROADSIDE INTERIOR ELEVATION



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		OLDS COLLEGE 53'x8.5'x10' INSULATED POULTRY PROCESSING TRAILER	DATE	June 20, 2008		UNIT	20109

CURBSIDE INTERIOR ELEVATION



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OLDS COLLEGE
53'x8.5'x10' INSULATED POULTRY PROCESSING TRAILER

SCALE NTS BY MTV

DATE June 20, 2008

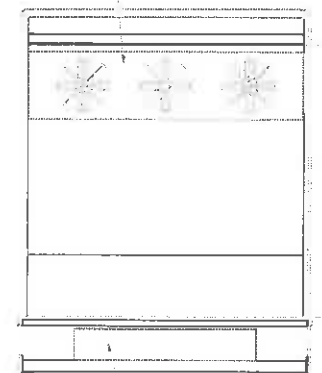
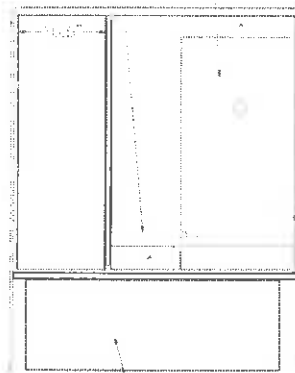
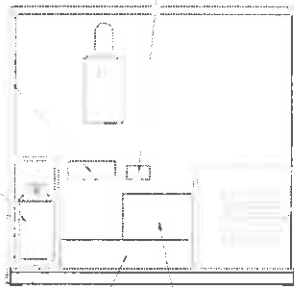
DWG. No. 5 of 9

UNIT 20109

FRONT WALL INTERIOR ELEVATION

FRONT BULKHEAD WALL - LOOKING REARWARD

FRONT BULKHEAD WALL - LOOKING FORWARD



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TRIVAN TRUCK BODY
FERDALE, WA

OLDS COLLEGE
53'x8.5'x10' INSULATED POULTRY PROCESSING TRAILER

SCALE NTS

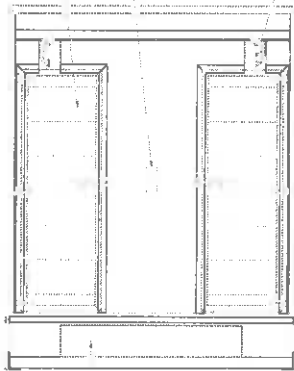
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DATE June 20, 2008

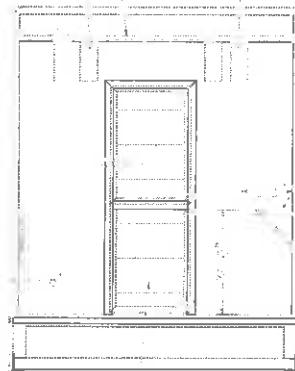
DWG. No. 6 of 9

UNIT 20109

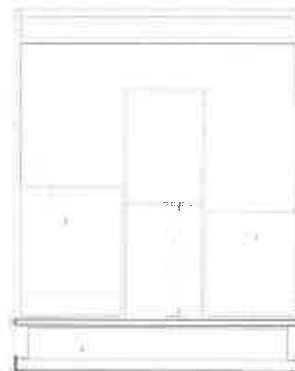
MIDDLE BULKHEAD WALL
LOOKING FORWARD



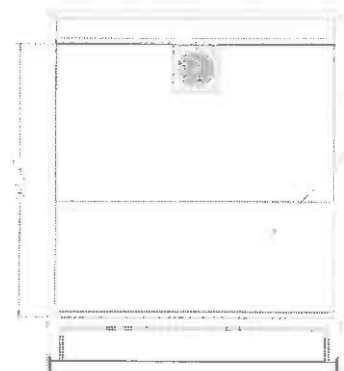
REAR BULKHEAD WALL
LOOKING REARWARD



REAR BULKHEAD WALL
LOOKING FORWARD



REAR WALL INTERIOR ELEVATION



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TRIVAN TRUCK BODY
FERNDALE, WA

OLDS COLLEGE
53'x8.5'x10' INSULATED POULTRY PROCESSING TRAILER

SCALE NTS

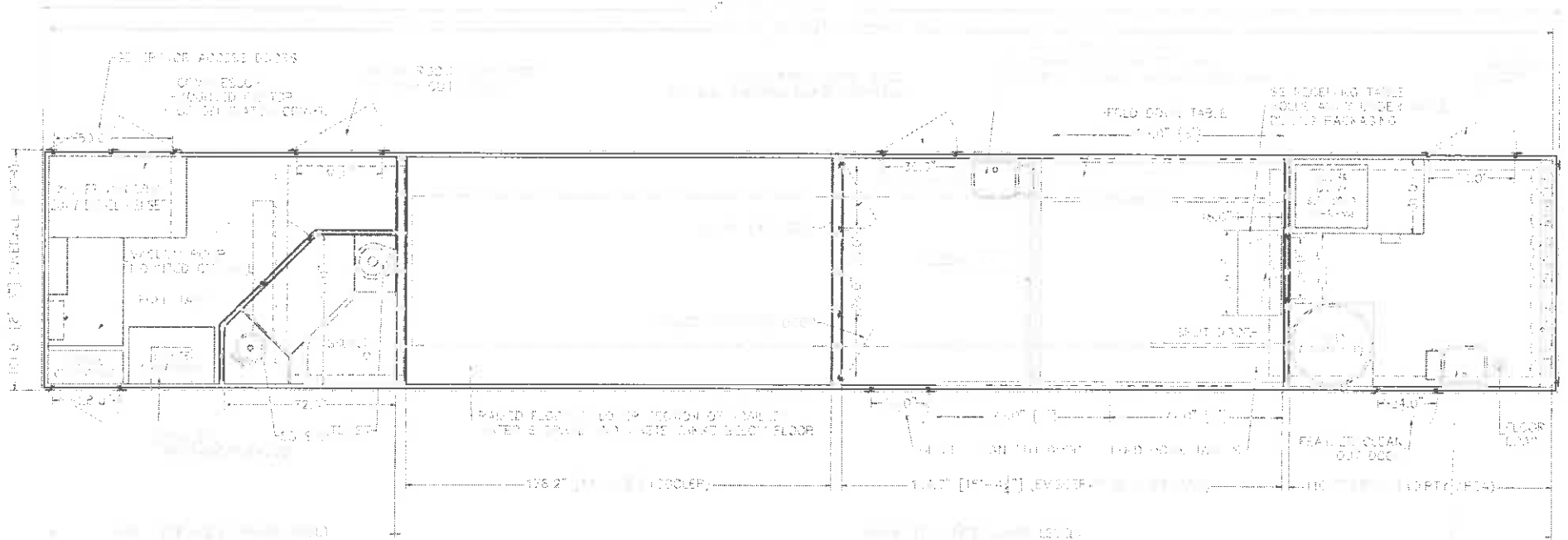
BY MTV

DATE June 20, 2008

DWG. No. 7 of 9

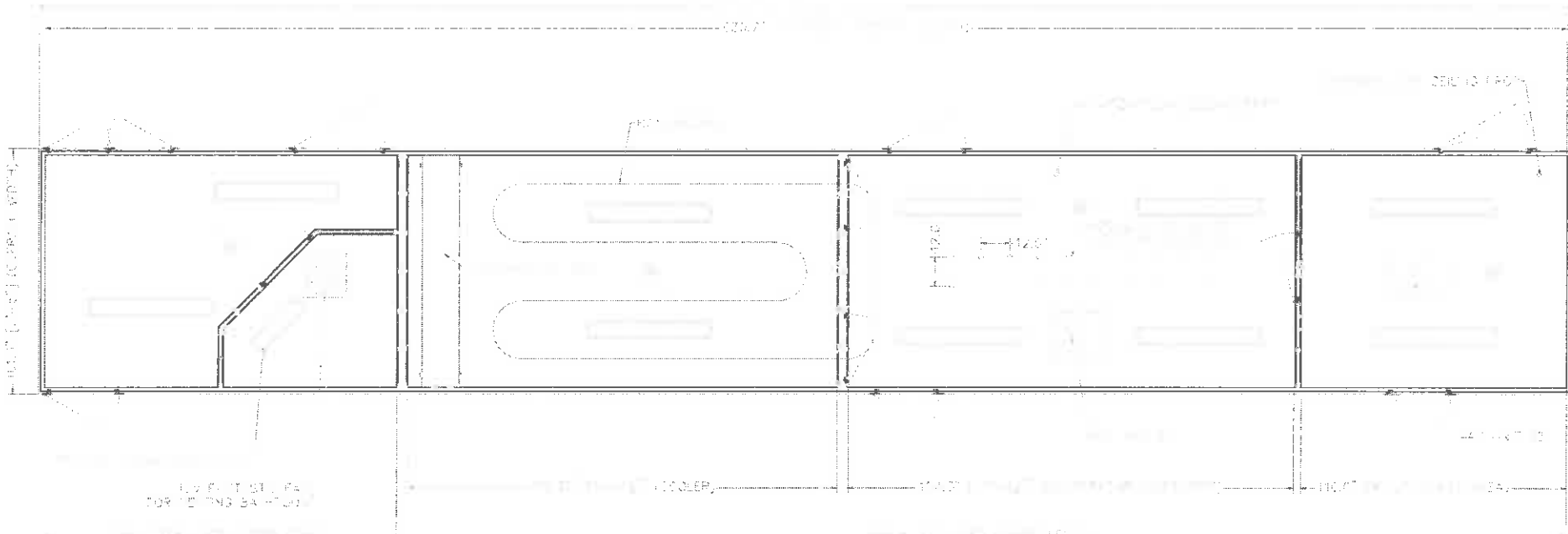
UNIT 20109

FLOOR LAYOUT



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		DATE	June 20, 2008	UNIT	20109		
OLDS COLLEGE 53'x8.5'x10' INSULATED POULTRY PROCESSING TRAILER							

CEILING LAYOUT



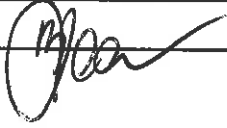
LEGEND



THIS IS A COPYRIGHT DRAWING AND SHALL NOT BE USED, REVISED OR REPRODUCED WITHOUT WRITTEN PERMISSION OF TRIVAN TRUCK BODY	 TRIVAN TRUCK BODY FERNDALE, WA	SCALE	NTS	BY	MTV	DWG. No.	9 of 9
	OLDS COLLEGE 53'x8.5'x10' INSULATED POULTRY PROCESSING TRAILER	DATE	June 20, 2008		UNIT	20109	

EXHIBIT A

PRICING PAGE

Item No.	Description	Model No/Brand Name	Quantity	Unit Price	Extended Amount
	2015 Custom Alum-A-Body Mobile Poultry Processing Unit (Pre-delivery service, data & testing, warranty and delivery are to be included in unit price)	36 MP/PU	1	227,510.00	\$227,510.00
	Additional Fees:				
	Failure to use this form may result in disqualification			GRAND TOTAL	\$227,510.00
Bidder / Vendor Information					
Name:	Tri Van Truck Body LLC				
Address:	1385 West Smith Rd				
	Ferndale, WA 98248				
Phone:	(360) 380-0773				
Email Address:	blodder@trivan.com				
Authorized Signature:					

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Trivan Truck Body LLC

Authorized Signature: [Signature] Date: 4-27-15

State of Washington

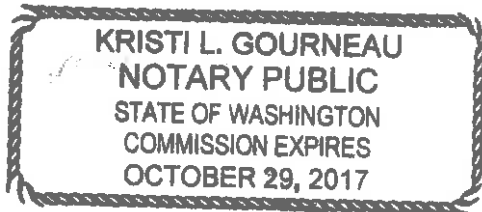
County of Whatcom to-wit:

Taken, subscribed, and sworn to before me this 27th day of April, 2015

My Commission expires Oct 29, 2017

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 07/01/2012)



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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Trivan Truck Body LLC

Signed: _____

Date: 4-27-15

Title: _____

Sales