



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

Request for Quotation

RFQ NUMBER
708EC005

PAGE
1

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

VENDOR

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

CHARLESTON WV 25322

SHIP TO

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

DATE PRINTED 09/24/2007	TERMS OF SALE Net 30 Days	SHIP VIA Truck	FOB Buckhannon	FREIGHT TERMS Prepaid
BID OPENING DATE: 11/13/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-66 HI-WAY E2020XT		
<p>NINE CUBIC YARD STAINLESS STEEL (HYDRAULIC) SPREADER</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE 9 CUBIC YARD 304 STAINLESS STEEL DEMOUNTABLE ABRASIVE AND CHEMICAL SPREADER (HYDRAULIC) AS DESCRIBED IN THE ATTACHED SPECIFICATIONS 013-2-B.</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 2:00 PM ON 10/26/2007. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM EST) TUESDAY, 10/16/2007. SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON ST. E. CHARLESTON, WV. 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: MAUSTIN@WVADMIN.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2316.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul W. Brady</i>	TELEPHONE 346-5301	DATE 11-12-07
TITLE Pres.	FEIN 550621655	ADDRESS CHANGES TO BE NOTED ABOVE

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

1

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

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



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<p>..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE</p>						

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<p>APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN</p>						

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<p>A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEN TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER. We don't wish to extend these prices to others.</p> <p>REV. 3/88</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE</p>						

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5

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

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6

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<p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS</p>						

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<p>CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p style="text-align: right;">West Virginia Tractor Company</p> <p>BIDDER: -----</p> <p style="text-align: right;">11-12-07</p> <p>DATE: -----</p> <p style="text-align: right;"><i>George W. Brady</i></p> <p>SIGNED: -----</p> <p style="text-align: right;">President</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p>						

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

NOTE: Vendors should type
Bidder's Evaluation Report

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 013-2-B

OPEN END CONTRACT
NINE CUBIC YARD 304 STAINLESS STEEL
DEMOUNTABLE ABRASIVE AND CHEMICAL SPREADER (HYDRAULIC)

NOTE TO BIDDER: Procurement Specification No. 013-2-B, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report.
FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 708EC005

Bidder's Name: West Virginia Tractor Company

Address: P.O. Box 473 Charleston, WV 25322

Telephone Number: 346-5301

Years Bidder has been registered to do business with the State of West Virginia: 25 YRS.

Years Company has been an authorized dealer for proposed unit: 25 YRS.

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

X4.2 DELIVERY:

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

X4.2.2 Delivery date of balance of completed units: 120-135 Calendar Days After Receipt of
Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1 Prices for units in quantities of

1-10	\$19,898	per unit
11-20	\$19,898	per unit
21-30	\$19,898	per unit
31-40	\$19,898	per unit
41-50	\$19,898	per unit
51 and over	\$19,898	per unit

X6.0 SPECIFICATIONS - GENERAL

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

Highway Equipment Co. HI-WAY E2020XT 2007 and later

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

If not, why? _____

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

YES NO

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

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER=S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVD0H.

DESCRIPTION: _____ MAKE: _____
MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

ENGINE: MAKE: _____ MODEL: _____ FUEL TYPE: _____
HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____
COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

GVW: _____ AXLE CAPACITY:FRONT: _____ REAR: _____

TIRES: FRONT MAKE & SIZE: _____
REAR MAKE & SIZE: _____

DIMENSIONS OF UNIT: LENGTH: _____ WIDTH: _____ LENGTH: _____

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

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

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

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

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

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

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

X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached?
 YES NO

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

Describe:

Two years as per standard warranty certificate attached and
extended to two years.

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

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

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

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

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

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

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

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

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

- | | | |
|----|---|--|
| A. | Shop Rate | \$ _____ per mechanic hour |
| B. | Travel Time Charge
(Specify if one-way) | \$ _____ per mechanic hour
_____ ; port to port _____ |
| C. | Mileage Charge
(Specify if one-way) | \$ _____ per vehicle mile
_____ ; port to port _____ |
| D. | Field Mechanic Rate | \$ _____ per mechanic hour |
| E. | Specify period of time that prices are in effect: _____ | |
| F. | Surcharge for miscellaneous items: _____ % | |

X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry?

YES NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?

YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?

YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Manufacturer: Highway Equipment Co. Model: HI-WAY E2020XT

X7.1 Is spreaders offered the commercial heavy duty, self contained, hopper type? YES NO

X7.2 Does spreader consist of a 12 gauge 304 stainless steel body, feeder conveyor, spinner disc, power drive, and all components necessary to make a complete operating unit? YES NO

X7.3 Is the unit capable of uniformly spreading sand, cinders, salt, calcium chloride, or other mixtures up to a width of forty (40) feet? YES NO

X7.4 Body:

X7.4.1 Is the body of 304 stainless steel construction 100% welded inside and outside of the body?

YES NO

X7.4.2 Capacity struck: 9 cubic yards

X7.4.3 Inside length: 13 feet as measured from front of spreader hopper to the rear hopper gate and conveyor chain exit point

X7.4.4 Overall height: 59 inches

X7.4.5 Inside width: 82 inches

- X7.4.6** Are the body sides sloped approximately 45 degree pitch to insure free flow of materials to the conveyor YES NO
- X7.4.7** Gauge of 304 stainless steel in sides and endgates is 12 Gauge.
- X7.4.8** Is a formed double crimped section on top of body for additional support? YES NO
- X7.4.9** Sills constructed of 10 gauge 304 stainless steel.
Supported on rectangular formed cross sills YES NO
- X7.4.10** Number of 10 gauge full slope body side supports tying the cross sills with body sides? 6 ea. side
- X7.4.11** Are there four (4) 304 stainless steel 5/8 inch round lifting eyes YES NO
Is the inside eye opening designed to allow the passage of an alloy eye type Grade 80' 3/8 inch grab hook with a width dimension of 2 11/16 inch (with the top screen down in the rest position on top of the spreader) YES NO
Two (2) on each side of spreader mounted and secured in a manner that the entire unit may be safely lifted for storage/installation purposes YES NO
- X7.4.12** Is all necessary hardware stainless steel YES NO
- X7.4.13** Will a 12 gauge 304 stainless steel cabshield be mounted on the front of body to protect cab from falling material when loading with slope design to fall in hopper as spreader unloads? YES NO
Does cab shield extend 13 inches in front of the hopper at 45 degrees YES NO
- X7.4.14** Will a fold up ladder be mounted on the rear of spreader body at right side for easier access to top and secured in the folded position with two (2) flexible draw latches add. YES NO
Does the ladder have hand holds and non slip grip strut steps add. YES NO
- X7.5** Conveyor:
- X7.5.1** Is the conveyor located in bottom of hopper and capable of engaging material along its full length and moving material to rear adjustable metering gate? YES NO
- X7.5.2** Is conveyor continuous ladder type consisting of two parallel chains with cross bars on 4 2" centers made of 1/4" x 1-1/2" steel? YES NO
- X7.5.3** Is each cross bar formed and welded both top and bottom to chain links YES NO
- X7.5.4** Tensile strength of each chain: add. pounds
- X7.5.5** Overall width of chain conveyor: 24 inches

- X7.5.6** Are replaceable rubber wear strips provided to prevent contact of material being spread with the chain? YES NO
- X7.5.7** Is a 10 gauge 304 stainless steel heavy-duty replaceable conveyor plate at least 3/16" thick fitted? YES NO
- X7.5.8** Is the chain drive through 1-1/2" sprockets and shafting front and rear? YES NO
- X7.5.9** Does conveyor have adjustment provisions at rear of spreader for at least 3" lateral takeup? YES NO
- X7.5.10** Is additional 7 gauge 304 stainless steel reinforcing plate welded to longitudinal webs covering the area of the drive shaft, bearing, and idler bearing provided (if required)? YES NO
- X7.5.11** Is material composition of adjustment mechanism stainless steel YES NO
- X7.5.12** Is conveyor drive motor mounted on reduction gear box and has a ratio of approximately 50-1 YES NO
- X7.5.13** Does conveyor gear box have its drive shaft extended through rear of gear housing? YES NO
- X7.5.13.1** Is the shaft end machined to accommodate the application rate sensor shaft for the Dickey-John Automatic Control System, Model ICS-2000? YES NO
- X7.5.13.2** Is the necessary oil seal included? YES NO
- X7.5.14** Is a 7 gauge stainless steel adjustable greasable screw jack type discharge gate located at the body rear to adjust the flow of material to the spinner? YES NO
- X7.5.15** Feedgate opening: 12 inches high x 18 inches wide
- X7.5.16** Is any and all exposed moving or rotating mass adequately shielded in order to protect personnel while performing required operational adjustments including gear box extended input shaft when rate sensor is installed? YES NO
- X7.5.17** Is the pintle conveyor chain heat treated form links with locked, non-turning pins YES NO
- X7.6** Distributor Spinner Assembly:
- X7.6.1** Diameter of urethane distributor disc 20 inches
- X7.6.1.1** Number of fins: 6
- X7.6.1.2** Are fins designed to obtain a controlled spread of materials from four feet (4') to forty feet (40')? YES NO
- X7.6.2** Is material guided from conveyor end to distributor disc by means of an externally adjustable material flow baffles, enclosed within the chute? YES NO

- X7.6.3** Is the spinner vertically adjustable to a full 16 inches? *add.* YES NO
and 20-38 inch spinner position below mounting surface?
- X7.6.4** Is a deflector baffle or diverter chute provided in an enclosed distributor spinner hopper assembly so it can be positioned in such a manner that material can be unloaded from spreader without striking spinner? YES NO
- X7.7** Baffles:
- X7.7.1** Are baffles provided to control direction and width of spread? YES NO
- X7.7.1.2** Are there four (4) sections over right, left, rear and front of spinners? YES NO
- X7.7.2** Are sections easily adjusted from the full down to the horizontal position without use of tools? YES NO
- X7.8** Power Drive:
- X7.8.1** Is the power drive hydraulic type? YES NO
- X7.8.1.2** Are two (2) hydraulic motors provided - one (1) powering the spinner assembly and one (1) powering the conveyor? YES NO
- X7.8.2** Spinner hydraulic motor mounted below the spinner hopper assembly? YES NO
- X7.8.3** The conveyor hydraulic motor of the orbital, low speed, hi-torque integrally mounted to conveyor gear box? YES NO
- X7.9** Screen Over Hopper:
- X7.9.1** Are four (4) sectional screens hinged to 10 gauge 304 stainless steel 4 inch x 6 inch formed box beam running longitudinally the full length of spreader hopper? YES NO
If not specify: _____
- X7.9.2** Do screen sections have 3/8" diameter carbon steel rods welded forming 2-1/2" x 2-1/2" square openings with reinforcing bars at the center of each section? YES NO
If not specify: _____
- X7.9.3** Do screens increase overall height of spreader more than 7 inches down the center? YES NO
- X7.9.4** Are screens powder coated black YES NO
- X7.10** Is lighting in accordance with the attached sketch? YES NO
- X7.10.1** Is the combination and marker lights LED type YES NO
- X7.10.2** Are stop, tail, turn combination lights and marker lights shielded YES NO
- X7.10.3** Is strobe light "quad flash" YES NO

X7.11 Hydraulic Components:

X7.11.1 Are all necessary fittings for complete hookup of spreader hydraulics to DOH dump trucks central hydraulic system provided? YES NO

X7.11.2 Are all fittings of the steel type and designed for hydraulic use? YES NO

X7.11.3 Is the truck central hydraulic system complete to and including the rear manifold, located at the rear cross member of truck YES NO

Will the rear manifold have attached to it one (1) 3/4" I.D. pressure line with 3/4" quick disconnect, one (1) 2" I.D. pressure line with 2 inch quick disconnect, one (1) 1" I.D. return line with 1 1/4" quick disconnect and disconnects will be "VH" series snap-tite. YES NO

Will you supply proper mating quick disconnects, metal caps, and plugs for connection to truck manifold YES NO

X7.12 Is an anodized 6061T6 aluminum grease manifold block mounted at the rear of the body which incorporates the front bearing grease extension tubes, rear bearing grease fittings and feedgate screw jack lubrication tube to allow for lubrication of the front bearings and feedgate screw jack from a single convenient location? YES NO

Will other fittings be placed at convenient location for normal maintenance YES NO

X7.12.1 Do the anodized 6061T6 aluminum grease manifold block have a minimum of 6 ports tapped to accept three (3) 1/8 inch straight grease zerks and three (3) 1/8 inch grease Parflex hoses to provide adequate one location greasing of the front and rear bearings and feed gate screw jack YES NO

Are unused ports properly plugged YES NO

X7.12.2 Are hoses used in the grease manifold system Parflex hose by Parker Hannifin or equal, with 1/8 inch I.D., 0.34 inch maximum O.D., a maximum working pressure of 2500 PSI and a minimum burst pressure of 10,000 PSI? YES NO

Are hose assemblies held in place by a sufficient number of rubber cushioned hose clamps? YES NO

X7.13 Is one (1) piece of angle iron 3/8" x 4" X 90" and two (2) pieces of 1" round shafting ten inches (10") long provided but not installed for each unit? YES NO

X7.14 Other standard features:

List other standard features offered but not specifically addressed above:

X7.15 Paint:

Describe method of painting parts and accessories that are not required to be stainless or rustproof:

Cleaned, degreased, primed and spray painted in standard enamel
 colors.

X7.16 Does unit offered meet or exceed "Occupational Safety and Health Act of 1970"?

YES NO

X7.17 Does unit conform to the advertising guidelines?

YES NO

ADDENDUM #1

708EC005

OPEN END CONTRACT

9 CUBIC YARD STAINLESS STEEL (HYDRAULIC) SPREADER

CHANGES TO BIDDER'S EVALUATION REPORT:

ADD:

X7.4.13.1 **Is a 300 series stainless steel grab handle mounted to the drivers side spill shield side plate at a convenient location to assist operator when climbing atop spreader to remove "chunks or debris" YES NO**

FROM:

X7.4.14 Will a fold up ladder be mounted on the rear of spreader body at right side for easier access to top and secured in the folded position with two (2) flexible draw Latches YES NO
Does the ladder have hand holds and non slip grip strut steps YES NO

TO:

X7.4.14 **Is a fold up stainless steel ladder mounted on rear of spreader body at right for easier access to top. YES NO**

Is the ladder equipped with hand holds, non-slip strut steps, and manufacturers locking mechanism to lock ladder in up position when not in use.

YES NO

ADD:

X7.4.14.1 **Is a 300 series stainless steel grip strut step plate mounted on rear of spreader "spinner" housing frame, above rear baffle, full width of spinner housing YES NO**

ADD:

X7.4.15 **Is a work light mounted on cab shield for night shift visibility of spreader grating with weatherproof wiring YES NO**

Addendum #1
708EC005

FROM:

X7.5.4 Tensile strength of each chain: _____ pounds

TO:

X7.5.4 Tensile strength of each chain strand: 21,000 pounds

FROM:

X7.5.7 Is a 10 gauge 304 stainless steel heavy duty replaceable conveyor plate at least 3/16" thick fitted? _____ YES _____ NO

TO:

X7.5.7 Is a 10 gauge 304 stainless steel heavy duty replaceable conveyor plate fitted?
 x YES _____ NO

FROM:

X7.5.13 Does conveyor gear box have its drive shaft extended through rear of gear housing?
_____ YES _____ NO

Is the shaft end machined to accommodate the application rate sensor shaft for the Dickey-John Automatic Control System, Model ICS-2000? _____ YES _____ NO
Is the necessary oil seal included? _____ YES _____ NO

TO:

X7.5.13 **Does the conveyor gear box motor have an integral speed sensor**
 x YES _____ NO

FROM:

X7.6.3 Is the spinner vertically adjustable to a full 16 inches? _____ YES _____ NO
And _____ inch spinner position below mounting surface?

TO:

X7.6.3 Spinner is vertically adjustable 18 inches and provides a 20-38 inch spinner position below the mounting surface.

Addendum #1
708EC005

FROM:

X7.12 Is an anodized 6061 T6 aluminum grease manifold block mounted at the rear of the body which incorporates the front bearing grease extension tubes, rear bearing grease fittings and feedgate screw jack lubrication tube? YES NO
Will other fittings be placed at convenient location for normal maintenance
 YES NO

TO:

X7.12 Is an anodized 6061T6 aluminum YES NO
(OR)
304 stainless steel YES NO grease manifold block mounted at the rear of the body which incorporates the front bearing grease extension tubes, rear bearing grease fittings and feedgate screw jack lubrication tube to allow for lubrication of the front bearings and feedgate screw jack from a single convenient location?
 YES NO
Other fittings are placed at convenient location for normal maintenance
 YES NO

FROM:

X7.12.1 Do the anodized 6061 T6 aluminum grease manifold block have a minimum of 6 ports tapped to accept three (3) 1/8 inch straight grease zerks and three (3) 1/8 inch grease Parflex hoses to provide adequate one location greasing of the front and rear bearings and feed gate screw jack? YES NO
Are unused ports properly plugged YES NO

TO:

X7.12.1 **The anodized 6061T6 aluminum YES NO**
(OR)
304 stainless steel grease manifold block YES NO has 6
ports tapped to accept three (3) 1/8 inch straight grease zerks and three (3) 1/8 inch grease Parflex hoses to provide for adequate one location greasing of the front and rear bearings and feed gate screw jack YES NO
Are any unused ports properly plugged YES NO

AGREEMENT ADDENDUM

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

- 1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims
- 2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety
- 3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party
- 5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears
- 6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted
- 7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted
- 10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. **ASSIGNMENT** - Notwithstanding any clause to the contrary the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement
- 13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor
- 15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties
- 17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted
- 20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: West Virginia Tractor Company

Signed: *Gayle Gray*

Title: President

Date: 11/12/07

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

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

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

Vendor's Name: West Virginia Tractor Company

Authorized Signature: _____

Date: 11/12/07

LIMITED WARRANTY

BASIC WARRANTY

HIGHWAY EQUIPMENT COMPANY ("Highway") has manufactured or is distributing the equipment to which this warranty is attached, and warrants to its original reseller including Dealers, Distributors and Original Equipment Manufacturers (hereafter called Dealer) that the equipment will, under normal conditions of use and service, be free from material defects due to faulty manufacturing for a period of six (6) months from the date of delivery to the original user. For any equipment that does not conform to the aforesaid warranty within six (6) months from the date of delivery to the original user, Highway will, at its option, repair or replace parts, provided that you will pay all labor costs and costs for materials other than parts. If the equipment is defective in materials or workmanship, you must promptly notify Highway and return to Highway the warranty registration card (may also fax this information to 800/363-8267 or by utilizing the Internet at www.highwayequipment.com/warranty.htm and entering in the information) for such equipment before the expiration of the warranty period. If Highway determines that the defect is due to Highway's material or workmanship, Highway will, within a reasonable time after such notification, repair such defect during normal working hours, at 1330 76th Ave. SW, Cedar Rapids, Iowa, 52404, or such other location as Highway may designate. This warranty includes only the original equipment manufactured by Highway, and not any parts that may be added to the equipment or replaced by the dealer or user. The installation of any non-Highway manufactured parts in the equipment will void this Basic Warranty in its entirety. In the event of repair or replacement, the warranty period shall not be extended beyond the original warranty period.

Two Year EXTENDED WARRANTY

In lieu of the basic warranty described above, if the warranty registration card (or warranty card information as provided above) is received at Highway within thirty (30) days after the date of delivery to the original user, Highway will warrant that the equipment will, under normal conditions of use and service, be free from material defects due to faulty manufacturing for a period of thirteen (13) months from the date of delivery to the original user. For any equipment that does not conform to the aforesaid warranty within thirteen (13) months from the date of delivery, Highway will, at its option, send you a new part, or give you full credit for the part, provided the replacement part is purchased through Highway. Labor costs for this extended warranty coverage will be paid by Highway at the Dealer's standard shop rate, based on the amount of time Highway establishes to be the time reasonably necessary to make required repairs. If the equipment is defective in materials or workmanship, you must promptly notify Highway before the expiration of the warranty period. If Highway determines that the defect is due to Highway's material or workmanship, Highway will, within a reasonable time after such notification, repair such defect during normal working hours, at 1330 76th Ave. SW, Cedar Rapids, Iowa, 52404, or such other location as Highway may designate. In the event of repair or replacement, the warranty period shall not be extended beyond the original warranty period. **If you fail to return the warranty registration card (or warranty card information as provided above) to Highway within thirty (30) days after the date of delivery, this extended warranty shall not apply, and your sole remedy for any defects in the equipment shall be under the basic warranty described above.**

The above warranties do not cover:

- (1) equipment that is damaged by abuse, neglect, accident, or modification;
- (2) fluids, towing, telephone, travel and cleaning cost;
- (3) loss of use of vehicle, inconvenience, commercial loss, or consequential damages;
- (4) any product, component, or part not manufactured by Highway; or
- (5) the equipment itself if non-Highway manufactured parts are installed on the equipment.

The above warranties do not apply under the following conditions:

- (1) when equipment has been improperly used or installed, or modified, or fitted with sideboards, or fails because of defects or inefficiency of components not furnished with equipment;
- (2) when equipment is used for purposes for which it was not originally designed or intended;
- (3) when equipment is used under abnormal operating conditions; or
- (4) when the dealer or user fails to follow Highway instructions regarding the equipment, including the instruction to install only Highway-manufactured parts onto the equipment.

HIGHWAY WILL BEAR NO OTHER EXPENSE, INCLUDING BUT NOT LIMITED TO LABOR AND MATERIAL COSTS (OTHER THAN THOSE SPECIFIED HEREIN) OF ANY KIND, AND YOUR EXCLUSIVE REMEDY, IN LIEU OF ALL INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR NEGLIGENCE, IS LIMITED TO REPAIR OR REPLACEMENT AS HERETOFORE DESCRIBED. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OF ANY KIND REGARDING ANY EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO CASE SHALL HIGHWAY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY.

Unless modified in a writing, signed by both parties, this Limited Warranty is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Limited Warranty. No representative or agent of Highway nor any third party has authority to change or modify this warranty in any respect, nor to assume any other obligation or liability on behalf of Highway. Any action for breach of warranty must be commenced within eighteen (18) months following delivery of the equipment to the original user. This warranty is limited to the United States and Canada.

These warranties are extended only to the original dealer and are not transferable. In the event of a warranty claim, you should promptly notify Highway by calling 1-800-363-1771, and provide the following:

- 1 Model and serial number of the equipment;
- 2 Date of delivery to the original user;
- 3 Part number of the defective part;
- 4 Description of the difficulty encountered.

A representative of Highway will contact you regarding instructions for repair, replacement, or refund, if the warranty claim can be validated.

Effective with equipment delivered to original user on or after July 1, 2001.

WEST VIRGINIA TRACTOR COMPANY

708EC005 Exceptions to Specifications

7.9.4 The screens are not powder coated. They are painted in black enamel over primer.



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

Request for Quotation

RFQ NUMBER
708EC005

PAGE
1

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

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/01/2007	Net 30 Days	Truck	Buckhannon	Prepaid

BID OPENING DATE: 11/13/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAINS 11/13/07 @1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA		HI-WAY E2020XT 765-66		
NINE CUBIC YARD STAINLESS STEEL (HYDRAULIC) SPREADER						
***** THIS IS THE END OF RFQ 708EC005 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Garrett Nady</i>	346-5301	11-12-07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Pres.	550621655	

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



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

Request for Quotation

RFO NUMBER
708EC005

PAGE
1

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SHIP TO

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 26201 304-472-1750

DATE PRINTED 11/14/2007	TERMS OF SALE Net 30 Days	SHIP VIA Truck	F.O.B. Buckhannon	FREIGHT TERMS Prepaid
BID OPENING DATE: 11/20/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				CHANGES TO THE SPECIFICATIONS		
				6.5 - WARRANTY AND SERVICE POLICY		
				DISREGARD LAST PARAGRAPH.		
				X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE		
				PAGE 25 MUST BE COMPLETED AND SUBMITTED WITH THE BID.		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 11/13/07 AT 1:30 P.M.		
				TO: 11/20/07 AT 1:30 P.M.		
				NO OTHER CHANGES		
0001	1	EA		765-66 HI-WAY E2020XT		
				NINE CUBIC YARD STAINLESS STEEL (HYDRAULIC) SPREADER		
				EXHIBIT 10		
				REQUISITION NO.: 708EC005		
				ADDENDUM ACKNOWLEDGEMENT		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Gayle W. Gray</i>	TELEPHONE 346-5301	DATE 11/16/07	
TITLE President	FEIN 550620555	ADDRESS CHANGES TO BE NOTED ABOVE	

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PAGE 2

* 709051756 304-346-5301

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 BUCKHANNON, WV
 26201 304-472-1750

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DATE PRINTED 2007	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
	11/20/2007	BID	OPENING TIME	01:30PM

BID OPENING DATE:

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .. XX</p> <p>40. 2 .. XX</p> <p>NO. 3 ..</p> <p>NO. 4 ..</p> <p>NO. 5 ..</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Gary W. Tracy</i> </p> <p>SIGNATURE</p> <p>West Virginia Tractor Company </p> <p>COMPANY</p> <p>11/16/07 </p> <p>DATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/14/2007				

BID OPENING DATE: 11/20/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 11/96					
***** THIS IS THE END OF RFQ 708EC005 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

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

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)
Standard manufacturer's warranty as per attached copy
extended to two years parts and labor.

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.
Most work under warranty can be performed at West Virginia
Tractor Company in Charleston, WV

3. List locations for parts inventories that are within the State of West Virginia. Also, list availability levels, if known.
West Virginia Tractor Company in Charleston is the source
for parts for this product and all products we sell.

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

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

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

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

- A. Shop Rate \$ 60.00 per mechanic hour
B. Travel Time Charge \$ 60.00 per mechanic hour
(Specify if one-way); port to port x
C. Mileage Charge \$ 1.25 per vehicle mile
(Specify if one-way); port to port x
D. Field Mechanic Rate \$ 60.00 per mechanic hour
E. Specify period of time that prices are in effect: During warranty
F. Surcharge for miscellaneous items: 150 %
holidays and overtime



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BID OPENING DATE: 11/20/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 3		
				X6.5 WARRANTY AND SERVICE POLICY QUESTIONAIRE		
				IF THE ORIGINAL BID HAS BEEN SUBMITTED TO THE PURCHASING DIVISION PREVIOUSLY, BIDDERS MAY SUBMIT PAGE 25 WITH THE ADDENDUM TO THE PURCHASING DIVISION FOR BID OPENING 11/20/07 AT 1:30 P.M. IN A SEPARATE SEALED ENVELOPE.		
				NO OTHER CHANGES		
0001	1	EA	765-66	HI-WAY E2020XT		
				NINE CUBIC YARD STAINLESS STEEL (HYDRAULIC) SPREADER		
				EXHIBIT 10		
				REQUISITION NO. :	708EC005	
				ADDENDUM ACKNOWLEDGEMENT		
				I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO.'S:		

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SIGNATURE <i>Gayle Gray</i>	TELEPHONE 346-5301	DATE 11/16/07
TITLE President	FEIN 550601655	ADDRESS CHANGES TO BE NOTED ABOVE

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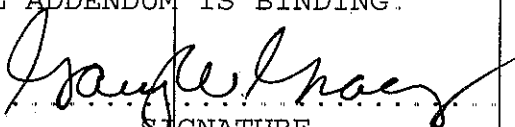
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NO. 1	XX					
40. 2	XX					
NO. 3	XX					
NO. 4						
NO. 5						
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REV. 11/96						

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SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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