



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  
**709EC001**

PAGE  
**1**

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

MORGANTOWN

\*709043957 01 304-292-1307  
 L H JONES EQUIP CO  
 1825 EARL CORE ROAD  
 MORGANTOWN WV 26505

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
08/14/2008	NET 30 DAYS	Motor Freight	Buckhannon, WV	No Charge

BID OPENING DATE: **09/03/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-66	See Page 19	
<p>DEMOUNTABLE ABRASIVE &amp; CHEMICAL SPREADER</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE 2.3 CUBIC YARD STRUCK CAPACITY DEMOUNTABLE ABRASIVE &amp; CHEMICAL SPREADER (SELF CONTAINED) PER THE ATTACHED SPECIFICATIONS.</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 08/28/08. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>QUESTIONS: WRITTEN QUESTIONS MUST BE RECEIVED BY CLOSE OF BUSINESS (5:00 PM EST) ON FRIDAY, 08/22/08. SEND YOUR QUESTIONS TO: PURCHASING DIVISION          ATTENTION MICHAEL AUSTIN          2019 WASHINGTON ST. E.          CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, EMAIL, OR REGULAR MAIL.          E-MAIL: MICHAEL.D.AUSTIN@WV.GOV          FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1)</p>						

RECEIVED  
 08 SEP 29 AM 10:06  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: 304 292 1707 DATE: 9/19/08

TITLE: FEIN: 55-0551865 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

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<p>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>REV. 9/98</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</p>						

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<p>BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, 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 10</p> <p>REQUISITION NO.: <b>709EC001</b></p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <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 ..... ✓</p> <p>NO. 2 ..... ✓</p> <p>NO. 3 ..... ✓</p> <p>NO. 4 ..... ✓</p> <p>NO. 5 .....</p>						

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: right;">             .....            SIGNATURE            ..... L.H. Jones Equip Co. ....            COMPANY            ..... 9/19/08 .....            DATE         </p> <p>REV. 11/96</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS</p>						

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<p>CERTIFICATION; OR</p> <p><input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <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</p>						

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<p>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 &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p>						

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<p>BIDDER: <i>LH Jones Equip. Co.</i></p> <p>DATE: <i>9/15/08</i></p> <p>SIGNED: <i>[Signature]</i></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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p>						

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BID OPENING DATE:				09/03/2008		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304 292-6641	-----	
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Leonard Hancock Jr	-----	
***** THIS IS THE END OF RFQ 709EC001 ***** TOTAL:						See p. 19

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT  
NO. 011-1-H

2.3 CUBIC YARD STRUCK CAPACITY DEMOUNTABLE ABRASIVE  
AND CHEMICAL SPREADER (SELF CONTAINED)

NOTE TO BIDDER: Procurement Specification No. 011-1-H, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 709 82 001

Bidder's Name: LH Jones Equip. Co.

Address: 1825 EARL COVE RD. MORGANTHAU, WV 26505

Telephone Number: 304 292 1307

Years Bidder has been registered to do business with the State of West Virginia: 31 YRS.

Years Company has been an authorized dealer for proposed unit: 1 YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: See Add. #3 Calendar Days After  
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: See Add. #3 Calendar Days After Receipt of  
Purchase Agreement

NOTE: Vendor should type Bidder's Evaluation Report

Bidder's Evaluation Report available for download on Purchasing's Web site at  
[www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase)

X5.0 AWARD CRITERIA;

X5.1 Prices for units:

1-10	<u>4530.00</u> per unit
11-20	<u>4630.00</u> per unit
21-50	<u>4730.00</u> per unit
51 and over	<u>4830.00</u> per unit

X6.0 SPECIFICATIONS - GENERAL

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

Byers, Salt Dog, 140005055 with accessories 2008/09 production  
 Is descriptive literature, fully describing proposed unit attached to your bid?  YES  NO

If not, why? Literature depicts standard unit. Bid unit equipped with accessories.

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

YES  NO

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

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

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

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

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

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

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

BELTS: DESCRIPTION: \_\_\_\_\_ PART NUMBERS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

PARTS:

BATTERY MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ CCA: \_\_\_\_\_

TOP OR SIDE POST: \_\_\_\_\_ DIMENSIONS: LENGTH \_\_\_\_\_ WIDTH \_\_\_\_\_ HEIGHT \_\_\_\_\_

SPARK PLUGS OR FUEL INJECTORS MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

FUEL PUMP OR INJECTION PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

ALTERNATOR MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

STARTER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TURBO CHARGER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TRANS. MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ AUTO/MANUAL: \_\_\_\_\_

HYDRAULIC PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

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

X6.3 TRAINING:

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

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

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

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

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

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

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

X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached?  YES  NO

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

Describe: See Attached

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.**

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

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

See Attached

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.

All warranty service at: LH Jones Equip. Co.  
1825 E. Ave. Core Rd.  
Morgantown WV 26505

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

LH Jones Equip. Co.  
1825 E. Ave. Core Rd.  
Morgantown, WV 26505

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: 0 % discount
- B. Terms: Net 60      Manufacturer's published list price less: 0 % discount
- C. Terms: Net 90      Manufacturer's published list price less: 0 % 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      \$ 60<sup>00</sup> per mechanic hour
- B. Travel Time Charge      \$ 60<sup>00</sup> per mechanic hour  
(Specify if one-way)      \_\_\_\_\_; port to port
- C. Mileage Charge      \$ 1.00 per vehicle mile  
(Specify if one-way)      \_\_\_\_\_; port to port
- D. Field Mechanic Rate      \$ 60<sup>00</sup> per mechanic hour
- E. Specify period of time that prices are in effect: one year
- F. Surcharge for miscellaneous items: net cost of air & freight

## 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: Buyers Model: 140005055

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

X7.2 Does spreader consist of a 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 20 feet?  YES  NO

X7.4 Body:

X7.4.1 Is the body all-welded 304 stainless steel construction?  YES  NO

X7.4.2 Capacity Struck: 2.3 Cubic Yards

X7.4.3 Hopper length: 8 Feet 0 Inches



- X7.4.4 Overall height: \_\_\_\_\_ Feet 38 1/2 Inches
- X7.4.5 Inside width: \_\_\_\_\_ Feet 47 Inches
- X7.4.6 Are body sides sloped at approximately 45° pitch to insure ~~free~~ flow of materials to the conveyor?  
 YES  NO
- X7.4.7 Gauge of steel body sides and end-gates is 12 gauge **304 stainless steel** and support sills constructed of 12 gauge steel and fully welded  YES  NO
- X7.4.7.1 Body end-gates are constructed of 12 gauge 304 stainless steel.
- X7.4.8 Is top of body angle formed for additional support  YES  NO
- X7.4.9 Are cross supports provided with one (1) at balance point with "lift eye" for easy removal of unit from truck bed?  
 YES  NO
- X7.4.10 Is there a protective inverted V conveyor shield made of 304 stainless steel and allows for vertical height adjustment  
 YES  NO
- X7.4.11 Is all necessary hardware stainless steel  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 of chain bar flight construction self-cleaning consisting of two (2) heat treated all steel pintle-type parallel chains with cross bars on nine inch (9") centers  YES  NO
- Specify cross bar dimensions 1/4 inches x 1 inches
- X7.5.3 Overall width of chain conveyor: 12 inches
- X7.5.4 Is chain driven by approximately 6-tooth drop forged steel sprocket?  YES  NO
- And approximately 1 1/4" alloy shaft mounted in anti-friction sealed bearings  YES  NO
- If not, specify: 8T sprocket, not 6T
- X7.5.5 Does forward end of conveyor have adjustment provisions for at least 3" lateral takeup?  
 YES  NO
- X7.5.6 Is material composition of adjustment mechanism rust proof?  YES  NO
- X7.5.7 Does the reduction gear box provide a 20:1 ratio?  YES  NO
- X7.5.8 Feedgate opening height and width: 4 inches high x 8 inches wide

~~X7.6~~ Distributor Spinner Assembly:

X7.6.1 Distributor disc material wetlone Disc diameter 11.5 inches

X7.6.1.1 Number of fins: 4; constructed of wetlone

X7.6.1.2 Are fins designed to obtain a controlled spread of material from 4 feet to 20 feet?  
 YES  NO

X7.6.2 Is material directed from conveyor end to distributor disc by means of an adjustable material flow enclosed chute?  
 YES  NO

X7.6.3 Is an 18 inch chute and 26 inch below the mounting surface spinner extension provided?  
 YES  NO

X7.6.4 Is the spinner assembly manufactured from 304 stainless steel?  YES  NO

X7.7 Baffles:

X7.7.1 Are baffles provided to control direction and width of spread?  YES  NO

X7.7.1.1 Are there four (4) sections  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 auxiliary engine mounted at rear of unit to power both conveyor gear box and spinner assembly?  
 YES  NO

X7.8.2 Specify engine manufacturer: Briggs & Stratton

Is it air cooled four (4) cycle  YES  NO

HP: 10.5 industrial/commercial type with positive gear driven internal lubrication and integral fuel pump  
 YES  NO

X7.8.3 Is throttle electrically controlled with "in cab" controls?  YES  NO

X7.8.4 Is clutch manufacturer's heavy duty electric controlled with "in cab" controls?  
 YES  NO

X7.8.5 Is 12 volt electric starter-alternator with control panel for "in cab" start and stop of engine provided?  
 YES  NO

X7.8.6 Is engine fully enclosed and provisions made for easy access for service?  
 YES  NO

X7.8.7 Are manufacturers heavy duty 12 volt battery and battery case provided?  YES  NO

X7.8.8 Is there an additional two (2) gallon fuel tank provided  YES  NO

X7.9 Screen Over Hopper:

X7.9.1 Is flat screen with approximately 3/8 inch x 2 inch openings provided to prevent oversize material from entering hopper during loading?  YES  NO

X7.9.2 Are manufacturers heavy duty binders/hold-downs provided with all necessary mounting hardware for proposed model  YES  NO

X7.10 Describe manufacturers method of metal preparation and paint procedures:

As per Specification  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

X7.11 Does unit offered meet or exceed "Occupational Safety and Health Act of 1970" and subsequent amendments?  YES  NO

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code §5A-3-10a* provides that: 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.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code §21-1D-5* provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**LICENSING:**


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

**CONFIDENTIALITY:**

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

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

Vendor's Name: LH Tena Equip. Co.

Authorized Signature:  Date: 9/19/08



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  
 709EC001

PAGE  
 1

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

\*709043957 01 304-292-1307  
 L H JONES EQUIP CO  
 1825 EARL CORE ROAD  
 MORGANTOWN WV 26505

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
08/28/2008	<i>Net 30 days</i>	<i>Motor Freight</i>	<i>Buckhannon, WV</i>	<i>No Charge</i>

BID OPENING DATE: 09/10/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
BID OPENING DATE AND TIME CHANGED						
FROM: 09/03/08 AT 1:30 P.M.						
TO: 09/10/08 AT 1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		765-66		
DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER						
***** THIS IS THE END OF RFQ 709EC001 ***** TOTAL:						<i>See Pg. 19</i>

RECEIVED  
 SEP - 2 2008

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: *304 292 1307* DATE: *9/19/08*

TITLE: *UP* FEIN: *53-0551865* ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

---

**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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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  
**709EC001**

PAGE  
**1**

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

**VENDOR**  
 \*709043957 01 304-292-1307  
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 1825 EARL CORE ROAD  
 MORGANTOWN WV 26505

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

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BID OPENING DATE: **09/17/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
BID OPENING DATE AND TIME CHANGED						
FROM: 09/10/08 AT 1:30 P.M.						
TO: 09/17/08 AT 1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		765-66		
DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER						
***** THIS IS THE END OF RFQ 709EC001 ***** TOTAL:						

RECEIVED  
 SEP 08 2008  
 RECEIVED  
 SEP 08 2008

*See Pg. 19 of Bid*

*See Pg. 19*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE *304 292 1307* DATE *9/19/08*

TITLE *[Signature]* FEIN *53-037865* ADDRESS CHANGES TO BE NOTED ABOVE

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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  
 709EC001

PAGE  
 1

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

\*709043957 01 304-292-1307

L H JONES EQUIP CO  
 1825 EARL CORE ROAD

MORGANTOWN WV 26505

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/12/2008	<i>Net 30 Days</i>	<i>Water Freight</i>	<i>Buckhannon, WV</i>	<i>No Charge</i>

BID OPENING DATE: 09/24/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
CHANGES TO THE SPECIFICATIONS ATTACHED						
BID OPENING DATE AND TIME CHANGED						
FROM: 09/17/08 AT 1:30 P.M.						
TO: 09/24/08 AT 1:30 P.M.						
THE ATTACHED REVISED VENDOR PREFERENCE CERTIFICATE REPLACES THE PREVIOUS VENDOR PREFERENCE CERTIFICATE IN THE REQUEST FOR QUOTATION.						
NO OTHER CHANGES.						
0001	1	EA		765-66		
DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER						
***** THIS IS THE END OF RFQ 709EC001 ***** TOTAL:						<i>See Ps. 19 of Bid</i>
RECEIVED SEP 16 2008						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <i>304-292-1307</i>	DATE <i>9/16/08</i>
TITLE <i>[Signature]</i>	FEIN <i>55-0557865</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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.
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ADDENDUM #3

PREBID ISSUES OF CONCERN

709EC001

2.3 CUBIC YARD STRUCK CAPACITY  
DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER

CHANGES TO BIDDER'S EVALUATION REPORT:

X4.2 DELIVERY (NO CHANGE REQUIRED)

X4.2.1 Delivery date of completed representative unit: 45 calendar days after receipt of purchase agreement

X7.4.2 Delivery date of balance of completed units: 60 calendar days after receipt of purchase agreement

NO CHANGE REQUIRED

X7.4.1 Is the body all welded 304 stainless steel construction?  YES  NO

FROM:

X7.4.2 Capacity struck: \_\_\_\_\_ cubic yards

TO:

X7.4.2 Capacity struck: 2.3 cubic yards  
(L.H. Jones side extensions  YES  NO )

NO CHANGE REQUIRED

X7.4.4 Overall height: \_\_\_\_\_ feet 38 1/2 inches

FROM:

X7.5.6 Is material composition of adjustment mechanism rust proof  YES  NO

TO:

X7.5.6 Is material composition of adjustment mechanism rust proof or rust resistant  YES  NO

FROM:

X7.6.3 Is an 18 inch chute and 26 inch below the mounting surface spinner extension provided  YES  NO

TO:

X7.6.3 Is an 18 inch chute and 26 inch below the mounting surface spinner extension provided (Middletown 24.296 inch  YES  NO  YES  NO

FROM:

X7.8.2 Specify engine manufacturer: \_\_\_\_\_  
Is it air cooled four (4) cycle  YES  NO  
HP: \_\_\_\_\_ industrial/commercial type with positive gear driven internal lubrication and integral fuel pump  YES  NO

TO:

X7.8.2 Specify engine manufacturer: Briggs & Stratton  
Is it air cooled four (4) cycle  YES  NO  
HP: 105 industrial/commercial type with positive gear driven internal lubrication and integral fuel pump  YES  NO  
(Have you supplied manufacturer's letter of equal emission engine  YES  NO)  
(Middletown – external vac fuel pump with a shut off valve in place of integral fuel pump  YES  NO)

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- ~~4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,~~
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: CH Jones Equip. Co. Signed: [Signature]  
 Date: 9/19/08 Title: [Signature]

\*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 of 5% preference for both "A" and "B".



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
709EC001

PAGE
1

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

PROPERTY

\*709043957 01 304-292-1307  
 L H JONES EQUIP CO  
 1825 EARL CORE ROAD  
 MORGANTOWN WV 26505

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
09/22/2008	<i>Net 30 days</i>	<i>Motor Freight</i>	<i>hickhannon, wv</i>	<i>No Charge</i>

BID OPENING DATE: 09/29/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
BID OPENING DATE AND TIME CHANGED						
FROM: 09/24/08 AT 1:30 P.M						
TO: 09/29/08 AT 1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA		765-66		
DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER						
***** THIS IS THE END OF RFQ 709EC001 ***** TOTAL:						<i>See P. 19</i>

RECEIVED  
 SEP 23 2008

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>[Signature]</i>	TELEPHONE <i>304 7921307</i>	DATE <i>9/26/08</i>
TITLE <i>[Signature]</i>	FEIN <i>55-051865</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ 709EC001

Exceptions to Specifications and/or Notes on Specifications

- 7.5.4 The sprocket with which we are responding is cast, not drop forged and 8T, not 6T, shaft 1-1/8"  
7.5.8 A clamp style adjustment is used to achieve the desired result rather than a detented adjustment.

As a note:

Several places in the specifications the word "approximate" is used. For clarification:

Section

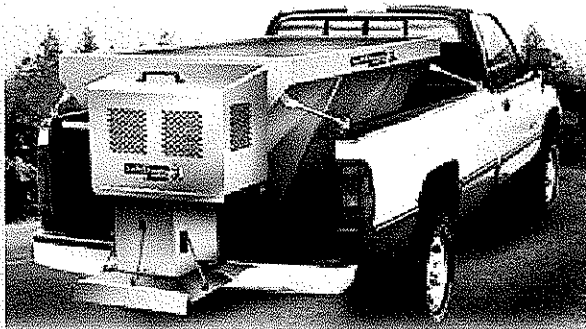
7.4.4	approximate 34"	LHJ response 38.5"
7.4.5	approximate 54"	LHJ response 47"
7.5.4	approximate 6T	LHJ Response 8T
7.5.4	approximate 1-1/4"	LHJ Response 1-1/8"
7.6.1	approximate 13"	LHJ Response 11.5"
7.9.1	approximate 3/8 and 2"	LHJ Response 1/4" and 3.75" x 1.75"



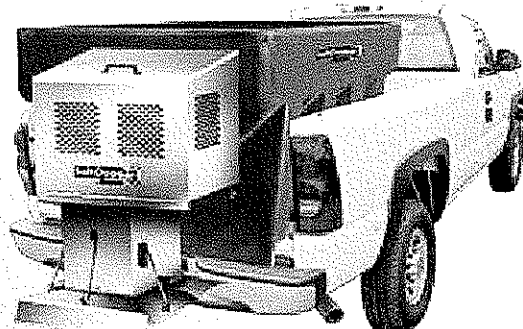


# Salt Dogg

## Gas Drive Salt & Sand Spreaders



**SCH096SS -**  
stainless steel



**1400400 -**  
poly/stainless steel

### Steel • Stainless Steel • Polymer

PART NO.	DESCRIPTION	WT.
<i>SPREADERS only:</i>		
<b>SCH072SS</b>	1.3 cu. yd. 72" Stainless Steel Hopper Spreader, Std. Chute	639 lbs.
<b>SCH072SSX</b>	1.3 cu. yd. 72" Stainless Steel Hopper Spreader, Ext. Chute	655 lbs.
<b>SCH096C</b>	1.8 cu. yd. 96" Carbon Steel Hopper Spreader, Std. Chute	857 lbs.
<b>SCH096CX</b>	1.8 cu. yd. 96" Carbon Steel Hopper Spreader, Ext. Chute	875 lbs.
<b>SCH096SS</b>	1.8 cu. yd. 96" Stainless Steel Hopper Spreader, Std. Chute	745 lbs.
<b>SCH096SSX</b>	1.8 cu. yd. 96" Stainless Steel Hopper Spreader, Ext. Chute	758 lbs.
<b>SCH120SS</b>	2.3 cu. yd. 120" Stainless Steel Hopper Spreader, Std. Chute	789 lbs.
<b>SCH120SSX</b>	2.3 cu. yd. 120" Stainless Steel Hopper Spreader, Ext. Chute	804 lbs.
<i>SPREADER KITS (kits include Spreader, Inverted "V", &amp; Top Screen):</i>		
<b>140020SS</b>	1.3 cu. yd. 72" Stainless Steel Hopper Spreader Kit, Std. Chute	753 lbs.
<b>140025SS</b>	1.3 cu. yd. 72" Stainless Steel Hopper Spreader Kit, Ext. Chute	764 lbs.
<b>1400050</b>	1.8 cu. yd. 96" Carbon Steel Hopper Spreader Kit, Std. Chute	945 lbs.
<b>1400050SS</b>	1.8 cu. yd. 96" Stainless Steel Hopper Spreader Kit, Std. Chute	750 lbs.
<b>1400100</b>	1.8 cu. yd. 96" Carbon Steel Hopper Spreader Kit, Ext. Chute	955 lbs.
<b>1400100SS</b>	1.8 cu. yd. 96" Stainless Steel Hopper Spreader Kit, Ext. Chute	760 lbs.
<b>1400400</b>	1.8 cu. yd. 96" Polymer Hopper Spreader Kit, Std. Chute	837 lbs.
<b>1400450</b>	1.8 cu. yd. 96" Polymer Hopper Spreader Kit, Ext. Chute	853 lbs.
<b>1400300SS</b>	2.3 cu. yd. 120" Stainless Steel Hopper Spreader Kit, Std. Chute	910 lbs.
<b>1400350SS</b>	2.3 cu. yd. 120" Stainless Steel Hopper Spreader Kit, Ext. Chute	922 lbs.
<i>OPTIONS &amp; ACCESSORIES:</i>		
<b>1498551</b>	Top Screen, HD Black Powder Coat Finish (for 96" x 47" Steel/SS Spreaders)	79 lbs.
<b>1498561</b>	Top Screen, HD Black Powder Coat Finish (for 72" x 47" Steel/SS Spreaders)	63 lbs.
<b>1498571</b>	Top Screen, HD Black Powder Coat Finish (for 120" x 47" Steel/SS Spreaders)	103 lbs.
<b>1499300SS</b>	Inverted Vee, 304 Stainless Steel (for 120" Spreaders)	18 lbs.
<b>1499500</b>	Inverted Vee, Carbon Steel, Black Powder Coat Finish (for 96" Spreaders)	20 lbs.
<b>1499500SS</b>	Inverted Vee, 304 Stainless Steel (for 96" Spreaders)	15 lbs.
<b>1499700SS</b>	Inverted Vee, 304 Stainless Steel (for 72" Spreaders)	12 lbs.
<b>1493505</b>	Hopper Side Extensions Kit, 12" (for 96" x 47" Steel Spreaders)	153 lbs.
<b>1493501SS</b>	Hopper Side Extensions Kit, 12" (for 96" x 47" SS Spreaders)	92 lbs.
<b>1493550SS</b>	Hopper Side Extensions Kit, 12" (for 120" x 47" SS Spreaders)	106 lbs.
<b>1491301</b>	Tarp Kit, 120" x 47"	9 lbs.
<b>1491501</b>	Tarp Kit, 96" x 47"	8 lbs.
<b>1491701</b>	Tarp Kit, 72" x 47"	7 lbs.
<b>1496500</b>	Hold Down Kit, Four 1/2" x 6" HD Forged Turnbuckle (for Steel/SS Spreaders)	10 lbs.
<b>1496505</b>	Hold Down Kit, 1-3/4" x 5" Ratchet Straps (4 pcs.)	9 lbs.
<b>1496605</b>	Sling, 4,000 lbs. Capacity, 4 Hooks, 5ft Long	7 lbs.
<b>LB8443SS</b>	Stainless Steel D.O.T. Spreader Lightbar, 7-Hole Round (8"x3"x44")	19 lbs.

## IDEAL FOR MEDIUM & HEAVY-DUTY COMMERCIAL APPLICATIONS

**GENERAL** – All hopper spreaders are completely self-contained, ultra durable spreader units designed for ice and snow control. The rugged design allows for use with salt, sand and other materials. The complete assembly mounts easily on pickup, dump and platform trucks making it ideal for municipalities, shopping malls, industries, hospitals and private contractors.

### **STEEL/STAINLESS STEEL MATERIAL HOPPER\*** –

Electrically welded 12-gauge ends and steel sides sloped at 45° are constructed with channel formed top edges. 12-gauge vertical supports add extra strength to the unit. The single lift point on the cross support beam is located at the unit's center of gravity to allow for easy loading and unloading. The floor is constructed of 10-gauge steel. \*Stainless steel models feature high-quality grade 304 stainless steel components, including: Hopper, Hopper Supports, Hopper Floor, Gussets, Spinner Chute Assembly, Deflectors and Engine Hood.

**POLYMER MATERIAL HOPPER** – Rotationally molded double-wall polymer unibody spreader with smooth angled walls to maximize material flow. Features integrated positive position mount system plus 4-piece ratchet tie-down kit. No drilling required.

**CONVEYOR** – The conveyor is made of 12" wide all-steel pintle chain with 3/16"x 3/4" cross bars. Chain strength is 11,000 lbs. per strand; 22,000 lbs. total weight. The drive sprockets are 6-tooth cast iron, on a 1-1/8" diameter shaft. The conveyor chain has an adjustment range of 3-1/2". The drive shaft has heavy-duty, sealed, self-aligning ball bearings with grease fittings. The idler drum has heavy-duty 1" diameter ball bearings.

**CONVEYOR GEAR CASE** – Gear is constructed of aluminum bronze, worm gear is hardened steel and ground. Housing is made of durable cast iron. Gear ratio is 20:1 with 1" input shaft and 1-1/8" output shaft on tapered roller bearings

**FEEDGATE** – Lever operated with a friction lock for accurate adjustment.

**SPINNER CHUTE ASSEMBLY\*\*** – A polymer disc with four fins is connected to a 3/4" diameter shaft secured on two pillow block bearings. The spreading material is guided from the conveyor to the spinner plate through

an enclosed 12-gauge chute with internal and external deflectors. Adjustable deflectors allow for complete directional spread control and full or compact spread. Total spread radius ranges from 2' to 25'. The extra wide rear deflector protects the rear and under carriage of the vehicle.

\*\*Stainless steel & polymer hoppers feature high-quality grade 304 stainless steel Spinner Chute Assembly, Deflectors and Engine Hood.

**ENGINE** – Heavy-duty 10.5 horsepower Briggs & Stratton Intek industrial/commercial gasoline engine. Engine comes equipped with alternator and 12 volt electric starter with in-cab start/stop and electric throttle control (standard). Entire engine is completely protected by the convenient hinged hood.

**ELECTRIC THROTTLE CONTROL** – Throttle control unit allows for full-range of throttle settings, including idle and full choke, via the in-cab hopper control box. Use of electric throttle control eliminates cable freezing, binding and breaking.

**CLUTCH** – 12 volt DC electric clutch has a three-position in-cab switch, for greater control and material economy. Also allows for low-speed operation and spot spreading.

**72" Spreaders** – Body Side Length, 6'; Overall Length, 89"; Capacity Struck, 1.3 cu. yd.; Capacity Rounded, 1.6 cu. yd.; Width, 47"; Height, 32-1/2"; Recommended Use, 3/4 or 1-Ton Trucks.

**96" Spreaders** – Body Side Length, 8'; Overall Length, 113"; Capacity Struck, 1.8 cu. yd.; Capacity Rounded, 2.1 cu. yd.; Width, 47"; Height, 32-1/2"; Recommended Use, 3/4 or 1-Ton Trucks.

**120" Spreaders** – Body Side Length, 10'; Overall Length, 137"; Capacity Struck, 2.3 cu. yd.; Capacity Rounded, 2.7 cu. yd.; Width, 47"; Height, 32-1/2"; Recommended Use, Heavy-duty flatbed or long dump Trucks.

Buyers Products Company reserves the right to change material, dimension and/or component specifications without notice.

## Contact:



**Your Authorized Saltdogg Distributor**

SCHLIT07



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
OFFICE OF TRANSPORTATION AND AIR QUALITY  
WASHINGTON, DC 20460



CERTIFICATE OF CONFORMITY  
2008 MODEL YEAR

Manufacturer: **BRIGGS & STRATTON CORPORATION**  
Engine Family: **8BSXS.3442VM**  
Certificate Number: **BSX-NRSI-08-12**  
FELs: g/kW-hr HC+NOx: **11.0**  
Effective Date: **12/19/2007**  
Date Issued: **12/19/2007**

Karl J. Simon, Director  
Compliance and Innovative Strategies Division  
Office of Transportation and Air Quality

Pursuant to Section 213 of the Clean Air Act (42 U.S.C. section 7547) and 40 CFR 90, and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued for the following small nonroad engine family, more fully described in the documentation required by 40 CFR 90 and produced in the stated model year. This certificate of conformity covers only those new small nonroad engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 90 and which are produced during the model year stated on this certificate. This certificate of conformity does not cover small nonroad engines imported prior to the effective date of the certificate.

This certificate of conformity is conditional upon compliance of said manufacturer with the averaging, banking, and trading provisions of 40 CFR Part 90, Subpart C both during and after model year production. Failure to comply with these provisions may render this certificate void ab initio.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR 90.126 and 90.506 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 90. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void ab initio for other reasons specified in 40 CFR Part 90.

This certificate does not cover small nonroad engines sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.



Quality since 1946

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Toll-Free Fax (800) 841-8003  
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September 26, 2008

L.H. Jones Equipment Co.  
1825 Earl L. Core Road  
Morgantown, WV 26505  
304-292-1307  
304-292-6641 fax

via email: [len@lhjones.com](mailto:len@lhjones.com)

Dear Mr. Hancock,

Buyers Products Company Salt Dogg Spreader is covered by a 2-year warranty as per State of West Virginia's bid specifications.

Regards,

Dan Doerr  
Buyers Products Company  
440-974-8888

*A leading manufacturer of a complete line of products for the mobile equipment industry*