



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 |
| 7010EC11   |

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|------|
| PAGE |
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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| MICHAEL AUSTIN<br>304-558-2402         |

VENDOR

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

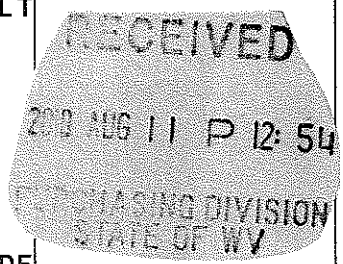
SHIP TO

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

|              |               |          |            |               |
|--------------|---------------|----------|------------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB        | FREIGHT TERMS |
| 06/13/2010   | Net 30 days   | Truck    | Buckhannon | Prepaid       |

BID OPENING DATE: 08/04/2010      BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER  | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|--|------------|--------|
| 0001   | 1        | EA  |        | 370-33<br>SEALMASTER Crack Pro CP260<br>PROVIDE TRAILER MOUNTED ASPHALT KETTLE |            |        |
| OPEN END CONTRACT  |          |     |        |  |            |        |
| <p>TO PROVIDE TRAILER MOUNTED ASPHALT KETTLE FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p style="text-align: center;">MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON THURSDAY, 07/22/10 AT 10 AM IN BUILDING 15, CAPITAL COMPLEX, CHAS. WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> |          |     |        |  |            |        |



|   |           |                                   |  |
|---|-----------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |           |                                   |  |
| SIGNATURE                                 | TELEPHONE | DATE                              |  |
| <i>Gayle Gray</i>                         | 346-5301  | 8/6/2010                          |  |
| TITLE                                     | FAX       | ADDRESS CHANGES TO BE NOTED ABOVE |  |
| President                                 | 550621655 |                                   |  |

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

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

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 Department of Administration  
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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| MICHAEL AUSTIN<br>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      472-1750

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 06/13/2010   |               |          |        |               |

BID OPENING DATE: **08/04/2010**      BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM, EST) ON THURSDAY, 07/08/10</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION<br/>           ATTENTION MICHAEL AUSTIN<br/>           2019 WASHINGTON ST., E.,<br/>           CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL.<br/>           E-MAIL: MICHAEL.D.AUSTIN@WV.GOV<br/>           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) 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> |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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VENDOR

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

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 ROUTE 33  
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|---|----------|-----|--------|-------------|------------|--------|
| <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 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)</p> |          |     |        |             |            |        |

|   |           |                                   |  |
|---|-----------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |           |                                   |  |
| SIGNATURE                                 | TELEPHONE | DATE                              |  |
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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| MICHAEL AUSTIN<br>304-558-2402         |

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

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

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|--|----------|-----|----------|-------------|------------|--------|
| <p>FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 10</p> <p style="text-align: right;">7010EC11<br/>REQUISITION NO.: .....</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 ..... X</p> <p>NO. 2 ..... X</p> <p>NO. 3 ..... X</p> <p>NO. 4 .....</p> |          |     |          |             |            |        |

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

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State of West Virginia  
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VENDOR

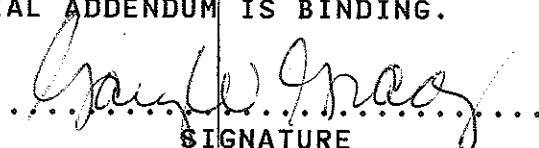
\*709051756      304-346-5301  
 WV TRACTOR COMPANY  
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 ROUTE 33  
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|---|----------|-----|--------|-------------|------------|--------|
| NO. 5   |          |     |        |             |            |        |
| <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: center;"> <br/>           SIGNATURE<br/>           West Virginia Tractor Company<br/>           COMPANY<br/>           8/6/2010<br/>           DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</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<br/>PURCHASING DIVISION</p> |          |     |        |             |            |        |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
|---|
| MICHAEL AUSTIN<br>304-558-2402          |

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

|         |   |
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|      |          |     |        |             |            |        |

BUILDING 15  
 2019 WASHINGTON STREET, EAST  
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF  
 THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

|                   |            |
|-------------------|------------|
| BUYER:            | 33         |
| RFQ. NO.:         | 7010EC11   |
| BID OPENING DATE: | 08/04/2010 |
| BID OPENING TIME: | 1:30 PM    |

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY  
 TO CONTACT YOU REGARDING YOUR BID:

-----  
 346-5305  
 -----

CONTACT PERSON (PLEASE PRINT CLEARLY):

-----  
 Gary w. Grady  
 -----

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
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**7**

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| ***** THIS IS THE END OF RFQ 7010EC11 ***** TOTAL: _____ |          |     |        |             |            |        |

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|--------------|---------------|----------|------------|---------------|
| 06/17/2010   | Net 30 Days   | Truck    | Buckhannon | Prepaid       |

BID OPENING DATE: 08/04/2010      BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| 0001   | 1        | EA  |        | 370-33      |            |        |
| <p>ADDENDUM NO. 1</p> <p>WRITTEN QUESTIONS CONTACT INFORMATION CHANGED TO:</p> <p>ATTN: CHUCK BOWMAN<br/>         PURCHASING DIVISION<br/>         2019 WASHINGTON STREET, EAST<br/>         CHARLESTON, WV 25305<br/>         QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL.</p> <p>E-MAIL: CHARLES.A.BOWMANJR@WV.GOV<br/>         FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2157.</p> <p>BID OPENING DATE AND TIME REMAINS 08/04/10@ 1:30 P.M.</p> <p>NO OTHER CHANGES</p> |          |     |        |             |            |        |
| <p>PROVIDE TRAILER MOUNTED ASPHALT KETTLE</p>  |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|  |                       |                                   |
|--|-----------------------|-----------------------------------|
| SIGNATURE<br><i>Charles A. Bowman Jr</i> | TELEPHONE<br>346-5301 | DATE<br>8/6/2010                  |
| TITLE<br>President                       | FEIN<br>550621655     | 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

# Request for Quotation

RFQ NUMBER  
 7010EC11

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 BUYER 33  
 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 472-1750

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B.     | FREIGHT TERMS |
|--------------|---------------|----------|------------|---------------|
| 08/03/2010   | Net 30 Days   | Truck    | Buckhannon | Prepaid       |

BID OPENING DATE: 08/04/2010 BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|---------|-------------|------------|--------|
| ***** ADDENDUM NO. 2 *****  |          |     |         |             |            |        |
| ADDENDUM ISSUED FOR THE REQUISITION FOR TRAILER MOUNTED ASPHALT KETTLES TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND REVISED SPECIFICATIONS RESULTING FROM THE MANDATORY PRE-BID MEETING OF 07/22/2010. |          |     |         |             |            |        |
| BID OPENING DATE AND TIME ARE EXTENDED FROM 08/04/10 TO 08/12/2010 AT 1:30 PM.  |          |     |         |             |            |        |
| ***** NO OTHER CHANGES *****  |          |     |         |             |            |        |
| 0001  | 1        | EA  |         | 370-33      |            |        |
| PROVIDE TRAILER MOUNTED ASPHALT KETTLE  |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *George Gracy* TELEPHONE: 346-5301 DATE: 8/6/2010

TITLE: President FEIN: 550621655 ADDRESS CHANGES TO BE NOTED ABOVE

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**

|            |
|------------|
| RFQ NUMBER |
| 7010EC11   |

|      |
|------|
| PAGE |
| 1    |

|   |
|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| BUYER 33<br>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      472-1750  |

|              |               |          |            |               |
|--------------|---------------|----------|------------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B.     | FREIGHT TERMS |
| 08/04/2010   | Net 30 Days   | Truck    | Buckhannon | Prepaid       |

BID OPENING DATE: 08/12/2010      BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER                            | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|--|------------|--------|
| ADDENDUM NO. 3   |          |     |          |  |            |        |
| ADDENDUM #3 ISSUED TO CORRECT BID OPENING DATE AND TIME. |          |     |          |  |            |        |
| BID OPENING DATE AND TIME CHANGED                        |          |     |          |  |            |        |
| FROM: 08/04/10 @1:30 P.M.                                |          |     |          |  |            |        |
| TO: 08/12/10 @1:30 P.M.                                  |          |     |          |  |            |        |
| NO OTHER CHANGES.  |          |     |          |  |            |        |
| 0001   |          | EA  |          | 370-33                                 |            |        |
|  | 1        |     |          | PROVIDE TRAILER MOUNTED ASPHALT KETTLE |            |        |
| ***** THIS IS THE END OF RFQ 7010EC11 ***** TOTAL: _____ |          |     |          |  |            |        |

|   |                       |                                   |
|---|-----------------------|-----------------------------------|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |                       |                                   |
| SIGNATURE<br><i>Gayle Gray</i>            | TELEPHONE<br>346-5301 | DATE<br>8/6/2010                  |
| TITLE<br>President                        | FEIN<br>550621655     | ADDRESS CHANGES TO BE NOTED ABOVE |

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT  
NO. 521-1-F

TRAILER MOUNTED ASPHALT KETTLE

NOTE TO BIDDER: Procurement Specification No. 521-1-F, 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.: 7010EC11

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: 28 YRS.

Years Company has been an authorized dealer for proposed unit: 28 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: 90 Calendar Days After Receipt of  
Purchase Agreement

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

**The "Bidder's Evaluation Report" is 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 Price per unit: \$35,766.00 per unit

X6.0 SPECIFICATIONS - GENERAL

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

SEALMASTER Crack Pro CP 260 2010 and later as ordered

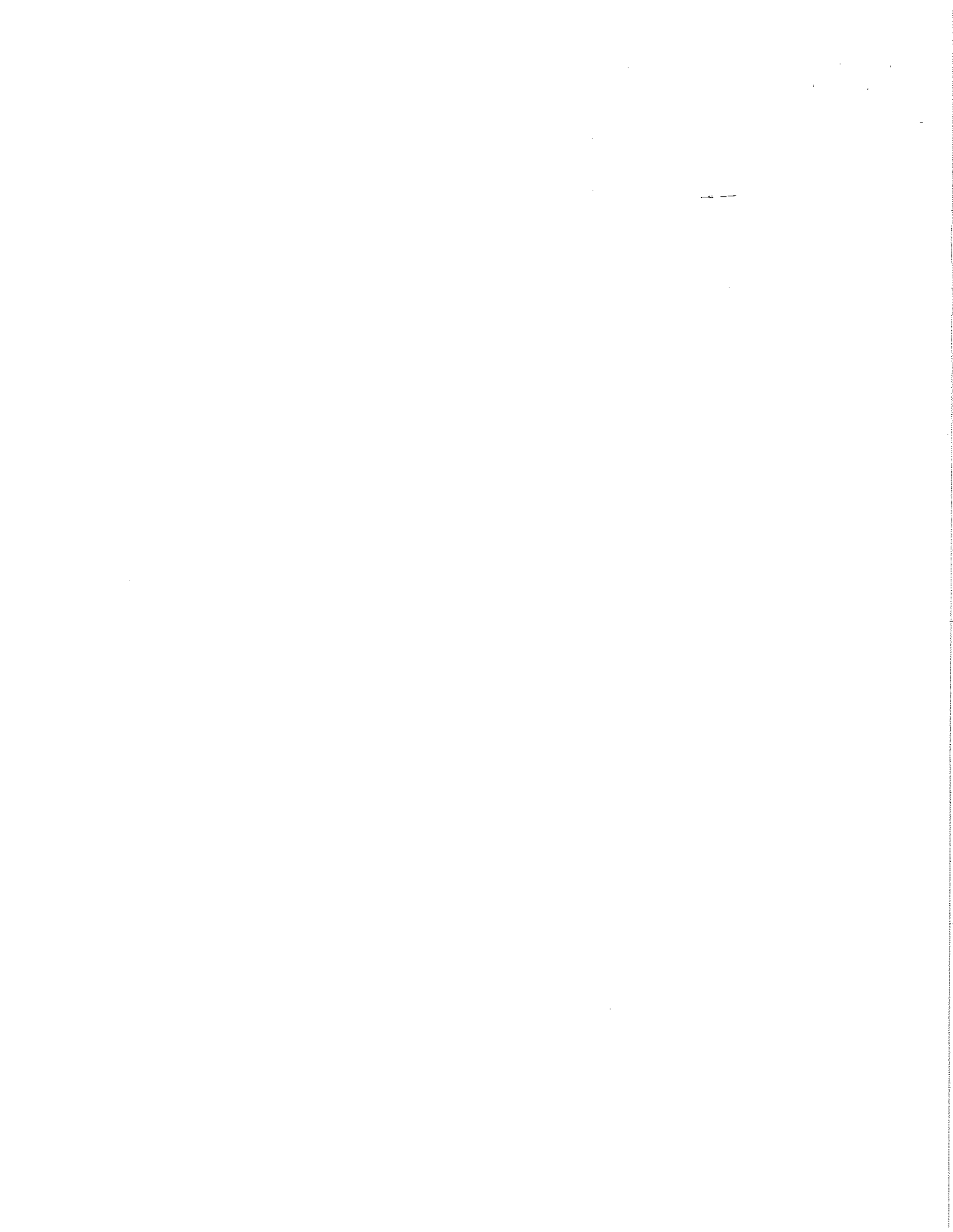
Is descriptive literature, fully describing proposed unit attached to your bid? [x] YES [ ] NO

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?

[x] YES [ ] NO

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



X6.2  
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

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

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

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

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

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

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

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

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

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

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

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

PARTS:

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

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

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

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

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

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

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

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

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

FILTERS MAKE PART NO. LUBRICANT MANUFACTURER TYPE

OIL \_\_\_\_\_ ENGINE \_\_\_\_\_

AIR INNER \_\_\_\_\_ TRANSMISSION \_\_\_\_\_

AIR OUTER \_\_\_\_\_ POWER STEERING \_\_\_\_\_

FUEL PRIMARY \_\_\_\_\_ HYDRAULIC \_\_\_\_\_

FUEL SECONDARY \_\_\_\_\_ DIFFERENTIALS \_\_\_\_\_

COOLANT \_\_\_\_\_ BRAKE FLUID \_\_\_\_\_

HYDRAULIC \_\_\_\_\_ COOLANT \_\_\_\_\_

OTHER \_\_\_\_\_ OTHER \_\_\_\_\_



## X6.3 TRAINING:

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

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

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

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

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

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

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

## X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached?  
 YES  NO

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

Describe:

Two year bumper to bumper parts and labor  
 \_\_\_\_\_  
 \_\_\_\_\_

## 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)

Standard one year warranty expanded to two year parts and

labor bumper to bumper

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

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

Sealmaster parts will be available at West Virginia Tractor

Company in Charleston

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

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

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

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

A. Shop Rate \$ 75.00 per mechanic hour

B. Travel Time Charge \$ 75.00 per mechanic hour  
(Specify if one-way) \_\_\_\_\_; port to port       x      

C. Mileage Charge \$ 2.00 per vehicle mile  
(Specify if one-way) \_\_\_\_\_; port to port       x      

D. Field Mechanic Rate \$ 75.00 per mechanic hour

E. Specify period of time that prices are in effect: During warranty period

F. Surcharge for miscellaneous items: holidays and overtime 150% %

**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: SEALMASTER Model: Crack Pro CP260

**Is Double Drum Boiler Type Asphalt Metter Applicator manufacturer's current production model?**  YES  NO

**Is unit capable of heating and applying, without further modifications, all grades of asphalt rubber sealants, specification joint sealants, and fiber modified sealants?**  YES  NO

**Is the machine capable of starting at ambient temperature and bring sealant material application temperature within one (1) hour?**  YES  NO

**Will you have and maintain a complete inventory of repair parts and have experienced service personnel available to service the equipment?**  YES  NO

## X8.0 Frame:

X8.1 Is the unit trailer mounted?  YES  NO

Is the tongue equipped with a 2 ½ inch pintle hitch?  YES  NO

The center is 25 inches from the nearest obstruction on the tongue.

X8.1.2 The trailer tongue is adjustable in height above ground level from 20 inches to 28 inches.

Will level towing be permitted with a variety of towing vehicles?  YES  NO

X8.1.3 Is the towing hitch bolted to the hitch plate for easy height adjustment and/or conversion to other type hitches?  YES  NO

X8.1.4 Are longitudinal side frames and tongue members one (1) continuous piece construction?  YES  NO

X8.1.5 Is the configuration of the channels cold formed with the flanges on the outside resulting in a one (1) piece frame member with no cross welding of or on the flanges to avoid any possibility of flange stress cracking?  YES  NO

## X8.2 Trailer:

X8.2.1 Is the unit equipped with dual axle; each axle having a safe load capacity of 3500 lbs.?  YES  NO

X8.2.2 Are axles equipped with four (4) underslung multi-leaf springs or torsion type  YES  NO

X8.2.3 Is the unit equipped with electric brakes and safety break-away switch?  YES  NO

X8.2.4 Are wheels drop center steel disc type?  YES  NO

X8.2.5 Tire Size ST225/75R15 Type: Radial Load Range: D

X8.2.6 Is a tongue jack provided?  YES  NO

Tongue jack capacity: 5000 lbs. Side mounted?  YES  NO

X8.2.7 Does trailer tongue include two (0) safety chains?  YES  NO

Length: 58 inches of 3/8 inch coil proof

X8.2.8 Total weight of unit (less material in tank): 5000 lbs.

X8.3 Lights:

X8.3.1 Does unit have dual taillights, stop lights, right and left turn signals?  YES  NO

X8.3.2 Is license plate holder attached to the left rear taillight?  YES  NO

X8.3.3 Lighting plug manufacturer and part number: Pollak #12-707

X8.4 Material Tank:

X8.4.1 Capacity: 260 U.S. gallons at ambient temperature.

X8.4.2 Does unit have a double boiler type jacket which creates a reservoir?  YES  NO

Reservoir holds ADDENDUM U.S. gallons of heat transfer oil at 70°

X8.4.3 Does the jacket wrap around 100% of the outside area of the circular material tank and allow for complete circulation of the heated transfer oil?  YES  NO

X8.5 Loading Hitch:

X8.5.1 Is a low profile opening for loading of material at the top of the tank located on the curb side of the unit for operator safety provided?  YES  NO

X8.5.2 Loading height 50 inches.

X8.5.3 The opening provides 384 square inches ( 16 inch x 24 inch) capable of accepting blocks of material.

X8.5.4 Is lid hinged and have a shelf to put material on to provide anti splash loading?  YES  NO

Is there a locking pin?  YES  NO

X8.5.5 Is heating tank adequately insulated?  YES  NO

Is insulation 1 1/2 inch thick high temperature ceramic?  YES  NO

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

Covered by 14 gauge steel outer wrapper.

X8.5.6 Is a cold seal tank provided to minimize oil oxidation and prevent moisture condensation into the heat transfer oil?  YES  NO

X8.6 Heating:

- X8.6.1 Heat transfer oil heated by high efficiency forced air diesel fired burner directly to the bottom of the heat transfer oil tank.  YES  NO
- X8.6.2 Total area exposed to the burner: 7236 square inches (50.25 sq. ft.)
- X8.6.3 Material tank has 6696 square inches (46.5 sq. ft.) of contact with the heat transfer oil.
- X8.6.4 Is burner lighted via a constant duty high voltage transformer powering an electric spark igniter?  YES  NO
- X8.6.5 Does the ignition work in conjunction with a sensor that will detect a lack of burn or ignition and shut down fuel supply?  YES  NO
- X8.6.6 Is the thermostatic control located on the curbside of the machine for operator safety?  YES  NO

X8.7 Pumping Unit and Piping:

- X8.7.1 Material pump is on demand?  YES  NO
- Pump is controlled by a switch located on the wand.  YES  NO
- X8.7.2 Material pump is mounted on outside tank for best service and replacement  YES  NO
- X8.7.3 Is pump submerged pump or continuous run? ADDENDUM YES  NO

X8.8 Temperature Control:

- X8.8.1 Does the melter applicator have a temperature control device with a high temperature limit switch which will automatically shut off the burner if the heat transfer oil reaches 575°F?  YES  NO
- Forced air diesel fuel burner rated at 372,000 BTU
- X8.8.2 Does the unit provide two (2) dial type temperature gauges to visually indicate actual temperature of heat transfer oil and material temperature?  YES  NO
- Are gauges located on top curbside of the unit?  YES  NO
- X8.8.3 Does the melter have infinite control of temperature for the broad range of sealants to be applied?  YES  NO

## X8.9 Agitation:

X8.9.1 Is the sealant material mixed by a bi-directional vertical agitator with two (2) paddles with vertical riser on each end included?  YES  NO

Is there auto shut-off when material door is opened  YES  NO

X8.9.2 Does unit have continuous sealant agitation?  YES  NO

X8.9.3 Does the agitator rotate in either direction with infinite speed control?  YES  NO

## X8.10 Engine:

Manufacturer: Kubota Model: D902

Type: water cooled diesel

X8.10.1 Engine HP: 23

X8.10.2 Is engine electric start and equipped with engine manufacturers recommended maintenance free battery and charging system?  YES  NO

X8.10.3 Is engine equipped with manufacturers heavy duty oil and air filter system?  YES  NO

X8.10.4 Is the diesel engine water cooled?  YES  NO

X8.10.5 Is cooling system capable of maintaining the engine temperature within the manufacturers recommended temperature range during continuous operation under maximum speed and load combinations?  YES  NO

X8.10.6 Is coolant system filled with permanent type Dex-Cool extended life anti-freeze rated to a minus 50°F.  YES  NO

X8.10.7 Is engine equipped with manufacturers recommended mechanical governor?  YES  NO

X8.10.8 Engine noise level at a distance of 6 feet from the unit while in operation: 83 dba

X8.10.9 Fuel tank for operation of diesel engine and burner: 30 U.S. gallons

## X8.11 Sealant Hose and Applicator Wand:

- X8.11.1 Does hose have a teflon core a minimum of ¼ inches inside diameter  YES  NO
- X8.11.2 Will heated hose be able to flow a minimum of 10 gallons per minute?  YES  NO
- X8.11.3 Is heated hose electrically heated 0° to 450° temperature at 300 PSI work pressure?  
 YES  NO  
 ADDENDUM
- X8.11.4 Does heated hose have multi layers of insulation, a polyester braid cover, and a high visibility optic yellow protective safety cover that will surround the heated hose?  YES  NO
- X8.11.5 Will the hose be heated by using a generator belt driven to the diesel engine and incorporate a floating ground to avoid any electrical hazard during use?  YES  NO
- X8.11.6 Will the heated hose generator have a gauge located on the control panel?  YES  NO
- X8.11.7 Will the sealant wand hold the material hose and have a 360 degree live swivel?  
 YES  NO
- X8.11.8 Will electrically heated hose run the full length, Melter to Sealant tip?  YES  NO  
 ADDENDUM
- X8.11.9 Is there a variety of nozzles provided and attachable to the applicator wand?  
 YES  NO

## X8.12 Shoe Box:

- X8.12.1 Is an external box supplied capable of holding and recirculating a wand tip or shoe of at least six inches (6") in diameter?  YES  NO
- X8.12.2 Is a locking device incorporated that will lock the hand wand to the "shoe box" or the recirculating tube?  YES  NO

## X8.13 Paint: (Describe the method of painting)

Unit is sanded and cleaned of all weld spatter, primed

and painted with two coats of machinery enamel



X8.14 Does the proposed unit meet or exceed the "OSHA of 1970" and/or subsequent changes?  
 YES  NO

X8.15 Does the unit conform to the advertising guidelines? (Describe)

Unit to be free of all advertising decals. Safety and  
operating decals and serial/model identification plate  
shall be affixed as specified

X8.16 Training:

X8.16.1 Will preventative maintenance and operator's training seminar be provided?  
 YES  NO

X8.16.2 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit?  
 YES  NO If NO, explain \_\_\_\_\_

X8.16.3 Is proposed program attached with bid?  YES  NO

West Virginia Tractor Company and Sealmaster personnel shall perform operation, safety and maintenance training at the WVDOH in Buckahhon. These classes should take about 4 - 6 hours. Small classes of 10 - 15 people are suggested, and no more than 20 is highly recommended.

PREBID ADDENDUM  
OPEN END CONTRACT  
7010EC11

TRAILER MOUNTED ASPHALT KETTLE

CHANGES TO BIDDER'S EVALUATION REPORT:

LEAVE AS WRITTEN:

X4.2 DELIVERY (3<sup>rd</sup> Paragraph)

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

NO CHANGE REQUIRED:

X8.4.2 Does unit have a double boiler type jacket which creates a reservoir?  
30 gal x YES        NO

LEAVE AS WRITTEN:

X8.7.2 Material pump is mounted on outside tank for best service and replacement  
30 gal x YES        NO

FROM:

X8.7.3 Is pump submerged pump or continuous run?        YES        NO

TO:

X8.7.3 Is pump continuous run?        YES x NO

LEAVE AS WRITTEN:

X8.8.2 Does the unit provide two (2) dial type temperature gauges to visually indicate  
actual temperature of heat transfer oil and material temperature?  
x YES        NO

Are gauges located on top curbside of the unit? x YES        NO

FROM:

X8.10.4 Is the diesel engine water cooled? x YES        NO

TO:

X8.10.4 Is the diesel engine water cooled? x YES        NO

Prebid Addendum  
7010EC11

**FROM:**

X8.11.3 Is heated hose electrically heated 0° to 450° temperature at 300 PSI work pressure?  YES  NO

**TO:**

X8.11.3 Is heated hose electrically heated 0° to 400° temperature at 300 PSI work pressure?  YES  NO

**LEAVE AS WRITTEN:**

X8.11.7 Will the sealant wand hold the material hose and have a 360 degree live swivel?  YES  NO

**FROM:**

X8.11.8 Will electrically heated hose run the full length, Melter to Sealant tip?  YES  NO

**TO:**

X8.11.8 Will electrically heated hose run the full length, Melter to Sealant tip?  YES  NO

Length of hose: 18 feet and Reach of hose: 14 feet

**FROM:**

X8.11.9 Is there a variety of nozzles provided and attachable to the applicator wand?  YES  NO

**TO:**

X8.11.9 Do nozzles include, but not limited to, standard rectangular shoe, 360° swivel disc and straight threaded pipe for concrete joints  YES  NO

## SealMaster Limited Warranty

SealMaster warrants that its products are of quality material and workmanship. SealMaster agrees to replace, within a period of ~~two (2) years~~, from date of delivery, or at its option, repair, without charge, any part of their manufacture which proved defective. The repair or replacement will be free of charge F.O.B Sandusky, Ohio, proving the damaged part or parts are returned, freight prepaid, to SealMaster and investigation show such repair or replacement is made necessary by inherent defect of material or workmanship.

It is hereby understood that engines, motors, pumps, or other components purchased by SealMaster for use on its equipment are not warranted by SealMaster and are sold only with the standard warranty of the manufacturer of that component.

SealMaster will make no allowances for repairs or alterations completed by outside sources unless authorization is in writing and approved by an authorized SealMaster representative.

Any claims for defective material or workmanship must be made prior to the expiration of thirty (30) days from the date failure occurs, and in all cases prior to the expiration of the warranty period of ~~two (2) years~~. It is the intent of this paragraph to limit SealMaster's liability solely to the cost of replacement parts, F.O.B. factory, or at the option of SealMaster to repair of the defective part or parts. No allowances for damages, lost time, or any other claim will be recognized.

This warranty is null and void if other than genuine SealMaster parts are used.

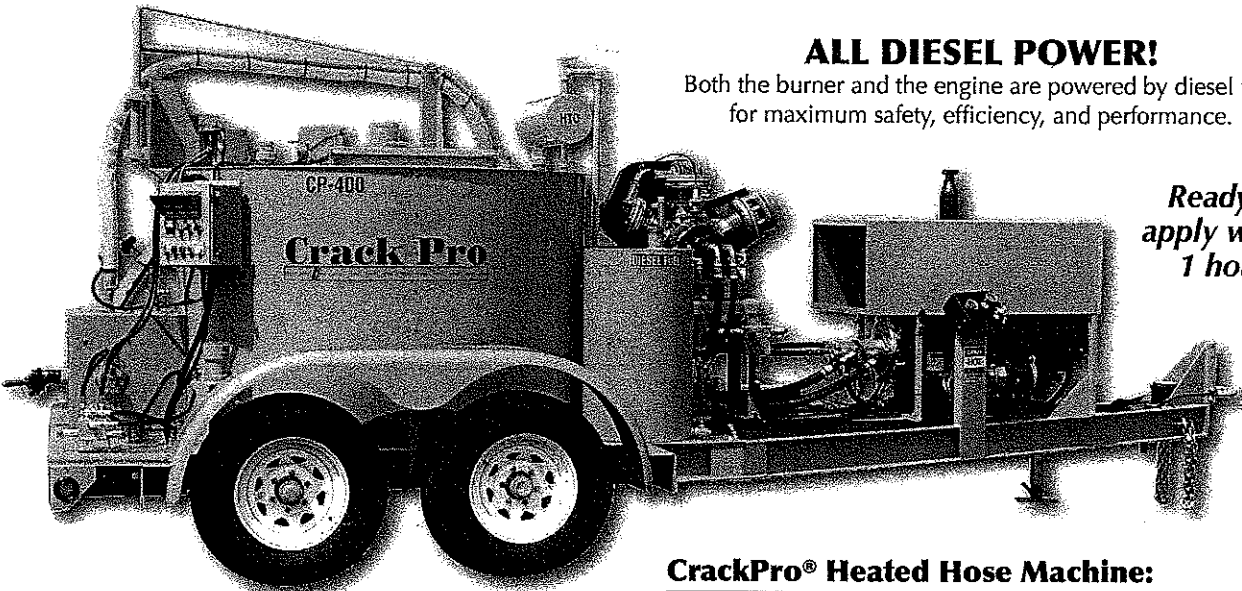
SealMaster is constantly striving to improve their products. Changes in design and improvement will be made whenever the manufacturer believes the efficiency of the product will be improved, without incurring any obligation to incorporate such improvements in any machines which have been shipped or are in service.

In an effort to continue to improve product quality, SealMaster reserves the right to change specifications without notice.

Any modification or alteration of this machine without prior approval of the manufacturer may void this warranty.

# CrackPro® Heated Hose Machine

Oil-Jacketed Melter/Applicator For Hot Pour Crack Sealing Materials

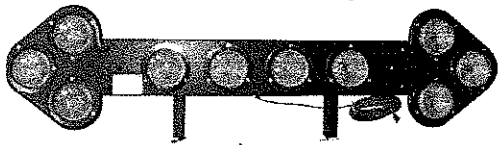


## ALL DIESEL POWER!

Both the burner and the engine are powered by diesel fuel for maximum safety, efficiency, and performance.

Ready to apply within 1 hour.

**IMPORTANT:** The DA version features a larger 33.5 H.P. Diesel Engine and a 85 CFM screw type air compressor for cleaning cracks.



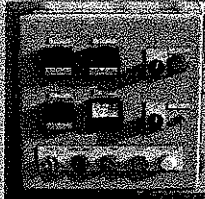
Optional Arrowboard Available

## CrackPro® Heated Hose Machine:

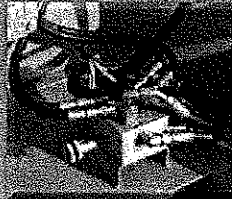
| PRODUCT # | DESCRIPTION | WT.        | PRICE |
|-----------|-------------|------------|-------|
| E2745HH   | TR 125 D    | 3,700 lbs. |       |
| E2747HH   | TR 125 DA   | 4,000 lbs. |       |
| E2750HH   | TR 200 D    | 4,700 lbs. |       |
| E2760HH   | TR 200 DA   | 5,000 lbs. |       |
| E2755HH   | TR 260 D    | 5,000 lbs. |       |
| E2765HH   | TR 260 DA   | 5,300 lbs. |       |
| E2770HH   | TR 400 D    | 6,000 lbs. |       |
| E2780HH   | TR 400 DA   | 6,200 lbs. |       |

See page 51 for available options.

## Standard Features:



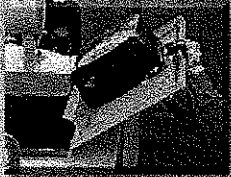
Digital Control Center



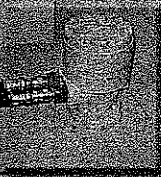
Electro-hydraulic manifold



Heated applicator holder



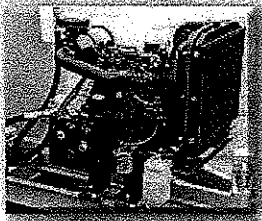
Anti-Splash Material Loading Hatch



Direct-Drive FWD/REV Full Sweep Agitation



Oil-Jacketed Material Pump CP 400 only



Liquid Cooled Kubota Diesel Engine



State-Of-The-Art Burner System with Auto Shut Off

## Specifications:

- Tank Capacity.....125, 200, 260, 400 gallons
- Heat Transfer Oil.....12, 28, 30, 45 gallon capacity
- Maximum BTU Input.....372,000 BTU
- Construction.....Oil-jacket type tank
- Temperature Control.....Automatic Electronic
- Tank Opening.....16' x 24" no splash material loading
- Insulation.....1 1/2" High Temperature Ceramic
- Agitation.....Full Sweep Hydraulically Driven Reversible
- Material Pump.....2" Steel Gear Reversible
- Heating System.....Bottom fired forced air diesel fuel
- Suspension.....Torsion type axle with 5 lug tubeless tire
- Application Hose.....3/4" x 18' electric hose
- Heated Hose.....Eliminates need to flush out hose for clean-up

|                  | CP 125     | CP 200     | CP 260     | CP400      |
|------------------|------------|------------|------------|------------|
| • Loading Height | 48"        | 55"        | 54"        | 63"        |
| • Overall Height | 80"        | 80"        | 90"        | 80"        |
| • Width          | 78"        | 79"        | 93"        | 97"        |
| • Length         | 172"       | 178"       | 203"       | 192"       |
| • Empty Weight   | 3,700 lbs. | 4,700 lbs. | 5,000 lbs. | 6,000 lbs. |

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.

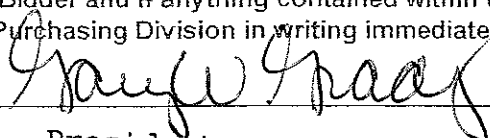
1. Application is made for 2.5% resident vendor preference for the reason checked:  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation 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: West Virginia Tractor Company  
 Date: 8/6/2010

Signed:   
 Title: President

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

7010EC11

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: West Virginia Tractor Company

Authorized Signature: *Paul W. Gray* Date: 8/6/2010

State of West Virginia

County of Kanawha, to-wit: August

Taken, subscribed, and sworn to before me this 6 day of ~~December~~ August, 2010.

My Commission expires August 12, 2012

AFFIX SEAL HERE NOTARY PUBLIC *Steven B. Basham*

