



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  
**7011EC14**

PAGE  
**1**

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

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
**BAKER TRUCK EQUIPMENT CO.**  
**P.O. BOX 482**  
**HURRICANE, WV 25526**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/29/2010	NET 10 DAYS	MOTOR FREIGHT	BUCKHANNON, WV	PREPAID
BID OPENING DATE: 02/23/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LB		570-64	\$8,289.00 EACH	\$8,289.00 EACH
<p>TO PROVIDE 5 CUBIC YARD STAINLESS STEEL,</p> <p>REQUEST FOR QUOTATION (RFQ)            OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE A 5 CUBIC YARD STAINLESS STEEL DEMOUNTABLE ABRASIVE AND CHEMICAL SPREADER HYDRAULIC PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-2596, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 01/19/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>MANDATORY PRE-BID            A MANDATORY PRE-BID WILL BE HELD ON TUESDAY, 02/01/2011 AT 10 AM IN BRUSHY FORK RD IN BUCKHANNON, WV 26201. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING</p>						

**RECEIVED**  
 2011 FEB 23 A 8:17  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304-722-3814	02/23/2011	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
SALESMAN	55-0711783		

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

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

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

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

### 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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VENDOR

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

SHIP TO

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
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 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/29/2010	NET 10 DAYS	MOTOR FREIGHT	BUCKHANNON, WV	PREPAID

BID OPENING DATE: **02/23/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <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>EXHIBIT 10</p> <p>REQUISITION NO.: 7011EC14</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-722-3814	DATE 02/23/2011
TITLE SALESMAN	FEIN 55-0711783	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <b>X</b>.....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....            SIGNATURE            BAKER TRUCK EQUIPMENT CO.....            COMPANY            02/23/2011            DATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304-722-3814	02/23/2011	
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 HURRICANE, WV 25526

**DIVISION OF HIGHWAYS  
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<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</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> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Handwritten Signature]* TELEPHONE: 304-722-3814 DATE: 02/23/2011

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

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



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**5**

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<p><b>OPEN MARKET CLAUSE:</b> 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><b>QUANTITIES:</b> 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><b>ORDERING PROCEDURE:</b> 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><b>BANKRUPTCY:</b> IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTURE ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 4</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 304-722-3814	DATE 02/23/2011	
TITLE SALESMAN	FEIN 55-0711783	ADDRESS CHANGES TO BE NOTED ABOVE	

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**6**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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VENDOR

BAKER TRUCK EQUIPMENT CO.  
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION        PURCHASING DIVISION        BUILDING 15        2019 WASHINGTON STREET, EAST        CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: <i>[Signature]</i> SHERI SLONE - FILE 33</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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<i>[Signature]</i>	304-722-3814	02/23/2011	
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DATE PRINTED <b>12/29/2010</b>	TERMS OF SALE <b>NET 10 DAYS</b>	SHIP VIA <b>MOTOR FREIGHT</b>	F.O.B. <b>BUCKHANNON, WV</b>	FREIGHT TERMS <b>PREPAID</b>
BID OPENING DATE: <b>02/23/2011</b>		BID OPENING TIME: <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
RFQ. NO.: 7011EC14						
BID OPENING DATE: 02/23/2011						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-722-3829						
CONTACT PERSON (PLEASE PRINT CLEARLY): VIRGIL MAYSE						
***** THIS IS THE END OF RFQ 7011EC14 ***** TOTAL:						\$8,289.00 EACH

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: 304-722-3814 DATE: 02/23/2011

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

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS  
NO. 012-2-A

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

1.0 PURPOSE

It is the purpose of these specifications to describe a Five Cubic Yard Stainless Steel Demountable Abrasive and Chemical Spreader (Hydraulic) (hereinafter referred to as a "spreader" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

**The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division, shall apply.** Failure to submit the "Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification. **Each bid submitted shall also be accompanied by a Bidder's Evaluation Report completed in detail.** Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report. **FAILURE TO SUBMIT THE BIDDER'S EVALUATION REPORT, COMPLETE IN ITS ENTIRETY, WILL RESULT IN AUTOMATIC DISQUALIFICATION.**

3.0 SPECIFICATIONS

The specifications named herein, mandatory and non-mandatory, establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor.

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. **Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications".** The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

### 3.2 MANDATORY SPECIFICATIONS

**All specifications preceded by "shall, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section will also be grounds for immediate disqualification at the discretion of the State.**

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ. Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference. **The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.**

### 4.0 REPRESENTATIVE UNIT FOR TEST

**The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.**

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

**All units must arrive at the prescribed delivery point having been completely preserviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.**

### 4.2 DELIVERY

Delivery point of the completely assembled representative unit will be the DOH, Equipment Division, Route 33 at Brushy Fork Road, Buckhannon, West Virginia (26201).

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. **Delivery is preferred within 135 calendar days maximum after receipt of purchase agreement.** The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. Delivery terms should be stated in the bid and the State reserves the right to accept or reject such terms. Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.**

**A completed pilot model for inspection must be provided within 45 calendar days after receipt of the purchase agreement by the successful vendor.**

Delivery is an integral part of this specification and failure to comply will be cause to initiate a D.O.T. Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts supplies, etc.

The decision to initiate subject Form will be at the sole discretion of the D.O.H. Commissioner's established Equipment Review Board.

Issuance of the WV-82 Vendor Complaint Form on unsatisfactory delivery against any vendor will be cause to refuse to consider similar items from those vendors on future Request For Quotations.

(NOTE: Delivery time could be altered due to labor strikes, severe inclement weather conditions, etc.)

## 5.0 AWARD CRITERIA

- 5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.** DOH reserves the right to place multiple orders in any quantity.

## 6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

### 6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

**The bidder must identify the unit by manufacturer, model, series, and year of manufacture, to enable identification by DOH in the manufacturer's specifications of the proposed unit.** The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be,

regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 2011 and be clearly identified and marked with date of manufacture.

#### 6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

**An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts or service manuals.**

**\* NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.**

#### 6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. **In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.** Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

**Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.**

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

#### 6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

**Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventive Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc.**

**The successful vendor shall furnish all training aids; i.e., videos, projectors, etc. required in conducting the training.**

## 6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. **The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.**

**A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items is required for this unit.**

**THE "WARRANTY AND SERVICE POLICY QUESTIONNAIRE" ATTACHED IN THE BIDDER'S EVALUATION REPORT MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURER PRIOR TO DELIVERY OF THE PILOT MODEL. (SEE SECTION X6.5 OF BIDDER'S EVALUATION REPORT).**

## 6.6 EVALUATION COMMITTEE REQUIREMENTS

Detailed component specifications, product literature, component models, required for specification compliance determination by the Evaluation Committee should be provided with each bid. Any information supplied that is contrary to/or conflicting with the specifications and/or attached Bidders Evaluation Report may be sufficient cause for rejection of bid.

## 6.7 UNSPECIFIED ACCESSORIES & FEATURES

**All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.**

**All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified, and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.**

### 7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

- 7.1 **Spreaders offered shall be of the commercial heavy-duty, self-contained, hopper type.**
- 7.2 **Spreaders shall consist of a 12 gauge 304 stainless steel body, feeder conveyor, spinner disc, power drive, and all components necessary to make a complete operating unit.**
- 7.3 **The spreader shall be capable of uniformly spreading sand, cinders, salt, calcium chloride, or other mixtures up to a width of forty (40) feet.**
- 7.4 **Body:**
  - 7.4.1 **The body shall be of 304 stainless steel construction 100% welded inside and outside of the body.**
  - 7.4.2 **The struck capacity shall be 5 cubic yards.**
  - 7.4.3 **Inside length shall be 9 feet as measured from front of spreader hopper to the rear hopper gate and conveyor chain exit point**
  - 7.4.4 **Overall height to be 48 inches approximate**
  - 7.4.5 **Inside width to be 84 inches maximum.**
  - 7.4.6 **The body sides must slope at approximately 45° pitch to insure free flow of materials to the conveyor.**

- 7.4.7** The body sides and end-gates to be constructed with minimum 12 gauge 304 stainless steel.
- 7.4.8 Top of the body is to have a formed double crimped section for additional support.
- 7.4.9** Sills shall be of a minimum of 10 gauge 304 stainless steel with longitudinal flanges supported on rectangular formed cross sills.
- 7.4.10 Approximately four (4) each side of 12 gauge 304 stainless steel full slope body side supports rigidly tying in the formed cross sills with the body sides to give the highest degree of resistance to warping or twisting under heavy loads.
- 7.4.11** The body shall be provided with four (4) 304 stainless steel 5/8 inch round lifting eyes; the inside eye opening shall be designed to allow the passage of an alloy eye grade 80 3/8 inch grab hook with a width dimension of 2 11/16 inch (with the top screen down in the rest position on top of the spreader); two (2) on each side of spreader mounted and secured in such a manner that the entire unit may be safely lifted for storage/installation purposes.
- 7.4.12** All necessary hardware shall be stainless steel.
- 7.4.13** A 12 gauge 304 stainless steel front mounted spill shield shall be provided. The spill shield to be 76 inches wide x 20 inches long and sloped front to rear, in order that loaded material, salt, cinders, etc. will fall into hopper as spreader unloads.
- 7.4.13.1** A 300 series stainless steel grab handle must be mounted to the drivers side spill shield side plate at a convenient location to assist operator when climbing atop spreader to remove "chunks or debris".
- 7.4.14** A fold up stainless steel ladder shall be mounted on rear of spreader body at right for easier access to top. Ladder to be equipped with hand holds, non-slip strut steps, and manufacturers locking mechanism to lock ladder in up position when not in use.
- 7.4.14.1** A 300 series stainless steel grip strut step plate shall be mounted on rear of spreader "spinner" housing frame, above rear baffle, full width of spinner housing.
- 7.4.15 A work light to be mounted on cab shield for night shift visibility of spreader grating with weatherproof wiring.
- 7.5** Conveyor:
- 7.5.1** The conveyor shall be located in bottom of hopper capable of engaging material along its full length and moving the material to the rear adjustable metering gate.

- 7.5.2 Conveyor to be continuous ladder type consisting of two parallel chains with cross bars on 4 1/2" centers made of 1/4" x 1-1/2" steel.
- 7.5.3 Each cross bar shall be formed and welded both top and bottom to chain links
- 7.5.4 Tensile strength of each chain shall be 21,000 pounds minimum
- 7.5.5 Overall width of chain conveyor 20 inches minimum
- 7.5.6 Replaceable rubber wear strips to prevent contact of material being spread with the chain must be provided.
- 7.5.7 A 10 gauge 304 stainless steel heavy-duty replaceable conveyor plate shall be fitted.
- 7.5.8 The chain drive shall be through 1-1/2" sprockets and shafting front and rear.
- 7.5.9 Conveyor shall have adjustment provisions at rear of spreader for at least 3" lateral takeup.
- 7.5.10 Additional 7 gauge 304 stainless steel reinforcing plate to be welded to longitudinal webs covering area of drive shaft bearing and idler bearing adjustment (if required).
- 7.5.11 The material composition of the adjustment mechanism shall be rust proof or rust resistant.
- 7.5.12 The conveyor drive motor shall be mounted on hopper side of the reduction gear box and have a ratio of approximately 50-1.
- 7.5.13 Conveyor gear box motor shall have an integral speed .
- 7.5.13.1 Adequate shielding shall be provided that will cover exposed shaft, coupling, and application rate sensor.
- 7.5.14 A 7 gauge stainless steel adjustable discharge gate of the greasable screw jack type to be located at the body rear to properly adjust the flow of material to the spinner.
- 7.5.15 Feedgate opening 12" high x 18" wide.
- 7.5.16 Any and all exposed moving or rotating mass shall be adequately shielded in order to protect personnel while performing required operational adjustments.



**7.6 Distributor Spinner Assembly:**

- 7.6.1 The distributor disc shall be of urethane material approximately 20 inches in diameter and equipped with six (6) fins (approximately) designed to obtain a controlled spread of four feet (4') to forty feet (40').**
- 7.6.2 Material shall be guided from conveyor end to distributor disc by means of an externally adjustable material flow baffles, enclosed within the chute.**
- 7.6.3 Spinner shall be vertically adjustable approximately 18 inches and provide approximately a 20 inch to 38 inch spinner position below the mounting surface.**
- 7.6.4 A deflector baffle or diverter chute shall be provided in the enclosed distributor spinner hopper assembly so it can be positioned in such a manner that material can be unloaded from spreader without striking spinner.**

**7.7 Baffles:**

- 7.7.1 Baffles shall be provided to control direction and width of spread. To have four (4) sections over right, left, rear, and front of spinners. Front spinner baffle shield (truck side) can be stationary.**
- 7.7.2 Baffle sections must be easily adjusted in desired position, from full down to horizontal, without use of tools .**

**7.8 Power Drive:**

- 7.8.1 The power drive shall be hydraulic having two (2) hydraulic motors -one (1) powering the spinner and one (1) the conveyor.**
- 7.8.2 The spinner hydraulic motor to be mounted below the spinner hopper assembly.**
- 7.8.3 The conveyor hydraulic motor to be of the orbital, low speed, hi-torque type integrally mounted to conveyor gear box.**

**7.9 Pintle Conveyor Chain:**

- 7.9.1 The pintle conveyor chain shall be heat treated formed links with locked, non-turning pins.**
- 7.9.2 Tensile strength of each chain strand to be approximately 21,000 pounds.**

7.10 Screen Over Hopper:

7.10.1 A minimum of four (4) sectional screens to be hinged to 10 gauge 304 stainless steel 4 inch x 6 inch formed box beam running longitudinally the full length of spreader hopper.

7.10.2 Screen sections to have 3/8 inch diameter rods welded to 3/16 inch – 2 inch angle frame forming 2-1/2 inch x 2-1/2 inch square openings.

7.10.3 Screens should not increase the overall height of spreader more than 7 inches down center.

7.11 Lighting to be in accordance with the attached sketch and wiring schematic.

7.11.1 Combination and marker lights to be LED type

7.11.2 Stop, tail, turn combination lights and marker lights shall be shielded.

7.11.3 Strobe light shall be “quad flash”

7.12 Hydraulic Components: The following hydraulics shall be supplied with each spreader (hose lengths to be determined by spreader vendor) to provide for proper installation on DOH dump trucks.

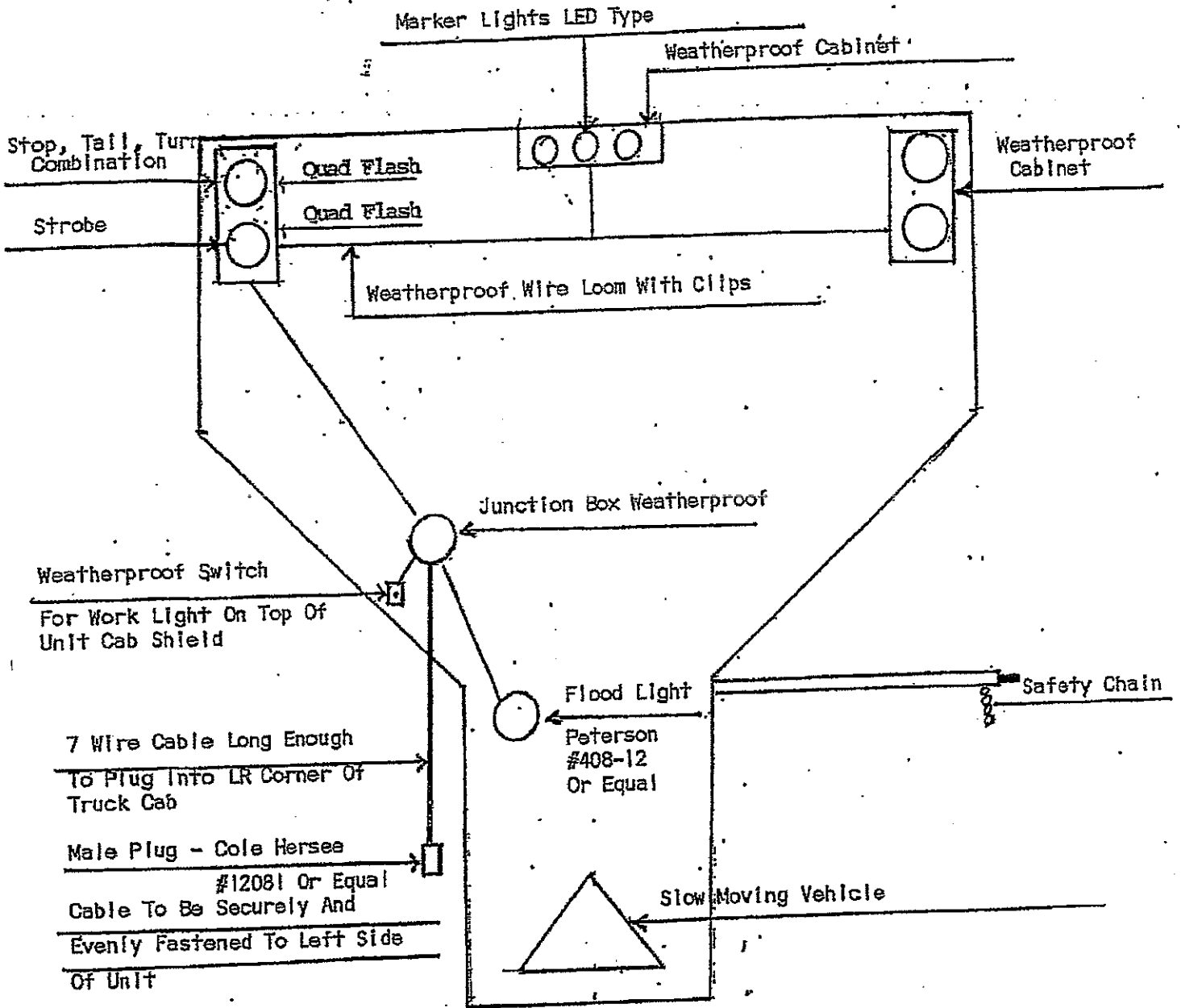
7.12.1 All necessary fittings for complete hookup of spreader hydraulics to DOH dump trucks central hydraulic system shall be provided.

7.12.2 All fittings shall be the steel type designed for hydraulic use: galvanized iron pipe or fittings not acceptable.

7.12.3 The truck central hydraulic system, supplied and installed by another vendor, will be complete to and including the rear manifold, located at the rear cross-member of truck. The rear manifold will have attached to it one (1) 3/4 inch I.D. pressure line with 3/4 inch quick disconnect, one (1) 1/2 inch I.D. pressure line with 1/2 inch quick disconnect, one (1) 1 inch I.D. return line with 1-1/4 inch quick disconnect. The quick disconnects will be "VH" series snap-tite. The spreader vendor shall supply male quick disconnects, metal caps, and plugs for connection to truck manifold.

7.13 An anodized 6061T6 aluminum or 304 stainless steel grease manifold block shall be mounted at the rear of the body incorporating the front bearing grease extension tubes, rear bearing grease fittings, and feedgate screw jack lubrication tube to allow for lubrication of the front bearings and feedgate screw jack from a single convenient location. Other fittings shall be placed at convenient location for normal maintenance.

- 7.13.1** The anodized 6061T6 aluminum or 304 stainless steel grease manifold block shall have a minimum of six (6) ports tapped to accept three (3) 1/8 inch straight grease zerks and three (3) 1/8 inch grease Parflex hoses to provide for adequate one location greasing of the front and rear bearings and feed gate screw jack. Any unused ports are to be properly plugged.
- 7.13.2** All hoses incorporated into the grease manifold block system shall be Parflex hose manufactured by Parker Hannifan Corporation or equal, and shall have an inside diameter of 1/8 inch, a maximum outside diameter of 0.34 inch, a maximum working pressure of 2500 psi and a minimum burst pressure of 10,000 psi. The hoses used shall be held in place by a sufficient number of rubber cushioned hose clamps.
- 7.14** One (1) piece of angle iron 3/8" x 4" x 90" and two (2) pieces of 1" round shafting ten inches (10") long shall be included to construct a safety keeper bar. State forces will add this item when the hopper is mounted, vendor shall supply material.
- 7.15** Unit shall include all other features considered as standard equipment but not specifically addressed above.
- 7.16** Paint: All parts and accessories that are not required to be stainless or rustproof to be painted manufacturers standard color.
- 7.17** Vendor must certify that spreader offered will comply with "Occupational Safety and Health Act of 1970" and subsequent amendments.
- 7.18** Advertisement: Vendors are permitted to attach a permanent metal plate 4" x 6" maximum size to the unit for identification. All other types of advertising, decals, labels, etc. will interfere with West Virginia Division of Highway's standards and are not permitted.



### Wiring Code 7 way Trailer End

#	Color	Gage	Circuit Function	connector interior
1	white	10	common ground	
2	blue	12	<i>STROBE</i>	
3	green	14	tail/running lights	
4	black	10	battery charge (+)	
5	red	14	left turn/stop	
6	brown	14	right turn/stop	
7	yellow	14	auxiliary/ Work <i>Lights</i>	

10/23/2007

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT  
NO. 012-2-A

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

NOTE TO BIDDER: Procurement Specification No. 012-2-A, 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.: 7011EC14

Bidder's Name: BAKER TRUCK EQUIPMENT CO.

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

Telephone Number: 304-722-3814

Years Bidder has been registered to do business with the State of West Virginia: 16 YRS.

Years Company has been an authorized dealer for proposed unit: 16 YRS.

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

X4.2 DELIVERY:

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

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

X5.0 AWARD CRITERIA;

X5.1 Price per unit: \$8,289.00 per unit

X6.0 SPECIFICATIONS - GENERAL

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

HENDERSON MODEL FSH-9-WVDOT 2011

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

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

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

YES  NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit?

YES  NO

X6.2  
2-10-00

**EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE**

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

**PARTS:**

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

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

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

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

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

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

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

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

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

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



X6.3 TRAINING:

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

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

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

If NO, explain time frame  PENDING ON SCHEDULE OF HENDERSON REPRESENTATIVE WILL TRY TO MAKE IT AS CLOSE TO TWO DAYS AS POSSIBLE.

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

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

Is warranty literature attached?  X  YES   NO

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

Describe:  
 SEE ATTACHED WARRANTY SHEET.

**X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE**

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

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

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

SEE WARRANTY AGREEMENT AT THE END OF THIS REPORT.

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

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

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

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

BAKER TRUCK EQUIPMENT

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

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

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

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

- |    |   |                  |                           |           |
|----|---|------------------|---------------------------|-----------|
| A. | Shop Rate   | \$ <u>70.00</u>  | per mechanic hour         | *SEE NOTE |
| B. | Travel Time Charge<br>(Specify if one-way)                                | \$ <u>80.00</u>  | per mechanic hour         | *SEE NOTE |
|    |   |                  | ; port to port <u> X </u> |           |
| C. | Mileage Charge<br>(Specify if one-way)                                    | \$ <u>1.75</u> ; | per vehicle mile          | *SEE NOTE |
|    |   |                  | ; port to port <u> X </u> |           |
| D. | Field Mechanic Rate   | \$ <u>80.00</u>  | per mechanic hour         | *SEE NOTE |
| E. | Specify period of time that prices are in effect: <u> SIX (6) MONTHS </u> |                  |                           |           |
| F. | Surcharge for miscellaneous items: <u> 0 </u> %                           |                  |                           |           |

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

## X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

**X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry?**  YES  NO

**X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?**  YES  NO

**X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?**  YES  NO

## X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Manufacturer: HENDERSON Model: FSH-9-WVDOT

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

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

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

X7.4 Body:

**X7.4.1 Is the body of 304 stainless steel construction 100% welded inside and outside of the body?**  YES  NO

**X7.4.2 Capacity struck:** 5.1 CUBIC YARDS

**X7.4.3 Inside length:** 9' FEET as measured from front of spreader hopper to the rear hopper gate and conveyor chain exit point

- X7.4.4 Overall height: 48 INCHES
- X7.4.5 Inside width: 83.5 INCHES
- X7.4.6 Are the body sides sloped approximately 45° pitch to insure free flow of materials to the conveyor X YES \_\_\_ NO
- X7.4.7 Gauge of 304 stainless steel in sides and endgates is 12 Gauge.
- X7.4.8 Is a formed double crimped section on top of body for additional support? X YES \_\_\_ NO
- X7.4.9 Sills constructed of 10 gauge 304 stainless steel.  
Supported on rectangular formed cross sills X YES \_\_\_ NO
- X7.4.10 Number of 12 gauge full slope body side supports tying the cross sills with body sides? 4
- X7.4.11 Are four (4) 304 stainless steel 5/8 inch round lifting eyes fitted to spreader; inside eye opening designed to allow the passage of an alloy eye grade 80 3/8 inch grab hook with a width dimension of 2 11/16 inch (with top screen down in the rest position on top of spreader) X YES \_\_\_ NO  
two (2) on each side of spreader mounted and secured in such a manner that the entire unit may be safely lifted for storage/installing purposes X YES \_\_\_ NO
- X7.4.12 Is all necessary hardware stainless steel X YES \_\_\_ NO
- X7.4.13 Is a 12 gauge 304 stainless steel front mounted spill shield provided? X YES \_\_\_ NO  
Is the spill shield 76 inches wide x 20 inches long and sloped front to rear, in order that loaded material, salt, cinders, etc. will fall into hopper as spreader unloads? X YES \_\_\_ NO
- X7.4.13.1 Is a 300 series stainless steel grab handle mounted to the drivers side spill shield side plate at a convenient location to assist operator when climbing atop spreader to remove "chunks or debris"? X YES \_\_\_ NO
- X7.4.14 Will a fold up stainless steel ladder be mounted on the rear of spreader body at right for easier access to top? X YES \_\_\_ NO  
Does the ladder have hand holds, non-slip strut steps, and manufacturers locking mechanism to lock ladder in up position when not in use? X YES \_\_\_ NO
- X7.4.14.1 Is a 300 series stainless steel grip strut step plate mounted on rear of spreader "spinner" housing frame, above rear baffle, full width of spinner housing? X YES \_\_\_ NO
- X7.4.15 Is a work light mounted on cab shield for night shift visibility of spreader grating with weatherproof wiring? X YES \_\_\_ NO

## X7.5 Conveyor:

- X7.5.1 Is the conveyor located in bottom of hopper and capable of engaging material along its full length and moving material to rear adjustable metering gate?  YES  NO
- X7.5.2 Is conveyor continuous ladder type consisting of two parallel chains with cross bars on 4 2" centers made of 1/4" x 1-1/2" steel?  YES  NO
- X7.5.3 Is each cross bar formed and welded both top and bottom to chain links  YES  NO
- X7.5.4 Tensile strength of each chain: 21,000 pounds
- X7.5.5 Overall width of chain conveyor: 24 inches
- X7.5.6 Are replaceable rubber wear strips provided to prevent contact of material being spread with the chain?  YES  NO
- X7.5.7 Is a 10 gauge 304 stainless steel heavy-duty replaceable conveyor plate fitted?  YES  NO
- X7.5.8 Is the chain drive through 1-1/2" sprockets and shafting front and rear?  YES  NO
- X7.5.9 Does conveyor have adjustment provisions at rear of spreader for at least 3" lateral takeup?  YES  NO
- X7.5.10 Is additional 7 gauge 304 stainless steel reinforcing plate welded to longitudinal webs covering the area of the drive shaft, bearing, and idler bearing provided if required?  YES  NO
- X7.5.11 Is material composition of adjustment mechanism rust proof?  YES  NO
- X7.5.12 Is conveyor drive motor mounted on hopper side of reduction gear box?  YES  NO  
\*SEE ADDENDUM #1
- X7.5.12.1 Does the reduction gear box provide a 50:1 ratio?  YES  NO  
\*SEE ADEDENDUM #1
- X7.5.13 Does conveyor gear box motor have an integral speed sensor?  YES  NO
- X7.5.13.1 Is adequate shielding provided that will cover exposed shaft, coupling, and application rate sensor?  YES  NO
- X7.5.14 Is a 7 gauge stainless steel adjustable greasable screw jack type discharge gate located at the body rear to adjust the flow of material to the spinner?  YES  NO
- X7.5.15 Feedgate opening: 12 inches high x 18 inches wide
- X7.5.16 Is any and all exposed moving or rotating mass adequately shielded in order to protect personnel while performing required operational adjustments?  YES  NO

## X7.6 Distributor Spinner Assembly:

- X7.6.1 Diameter of urethane distributor disc 20 inches
- X7.6.1.1 Number of fins: 6
- X7.6.1.2 Are fins designed to obtain a controlled spread of materials from four feet (4') to forty feet (40')?  YES  NO
- X7.6.2 Is material guided from conveyor end to distributor disc by means of an externally adjustable material flow baffles, enclosed within the chute?  YES  NO
- X7.6.3 The spinner is vertically adjustable 17 inches?  
and provides a 21-38 inch spinner position below mounting surface?
- X7.6.4 Is a deflector baffle or diverter chute provided in an enclosed distributor spinner hopper assembly so it can be positioned in such a manner that material can be unloaded from spreader without striking spinner?  YES  NO
- X7.7 Baffles:
- X7.7.1 Are baffles provided to control direction and width of spread?  YES  NO
- X7.7.1.2 Are there four (4) sections over right, left, rear and front of spinners?  YES  NO  
Is front spinner baffle shield (truck side) stationary?  YES  NO
- X7.7.2 Are sections easily adjusted from the full down to the horizontal position without use of tools?  YES  NO
- X7.8. Power Drive:
- X7.8.1 Is the power drive hydraulic type?  YES  NO
- X7.8.1.2 Are two (2) hydraulic motors provided - one (1) powering the spinner assembly and one (1) powering the conveyor?  YES  NO
- X7.8.2 Spinner hydraulic motor mounted below the spinner hopper assembly?  YES  NO
- X7.8.3 The conveyor hydraulic motor of the orbital, low speed, hi-torque integrally mounted to conveyor gear box?  YES  NO
- X7.9 Pintle Conveyor Chain:
- X7.9.1 Is the pintle conveyor chain constructed of heat treated formed links with locked, non-turning pins?  YES  NO
- X7.9.2 Specify tensile strength of each conveyor chain strand 21,000 pounds

## X7.10 Screen Over Hopper:

X7.10.1 Are four (4) sectional screens hinged to 10 gauge 304 stainless steel 4 inch x 6 inch formed box beam running longitudinally the full length of spreader hopper?  YES  NO

If not specify: \_\_\_\_\_

X7.10.2 Do screen sections have 3/8" diameter rods welded to 3/16" - 2:" angle frame forming 2-1/2" x 2-1/2" square openings?  YES  NO

If not specify: \_\_\_\_\_

X7.10.3 Do screens increase overall height of spreader more than 7 inches down the center?  YES  NO

X7.11 Is lighting in accordance with the attached sketch and wiring schematic?  YES  NO

X7.11.1 Is the combination and marker lights LED type  YES  NO

X7.11.2 Stop, tail, turn combination lights and marker lights are shielded  YES  NO

X7.11.3 Strobe light is "quad flash"  YES  NO

\*SEE ADDENDUM #1

## X7.12 Hydraulic Components:

X7.12.1 Are all necessary fittings for complete hookup of spreader hydraulics to DOH dump trucks central hydraulic system provided?  YES  NO

X7.12.2 Are all fittings of the steel type and designed for hydraulic use?  YES  NO

X7.12.3 Will the hoses mate with the quick disconnects on the central hydraulic system of the truck?  YES  NO

Will you furnish the male quick disconnects, metal caps, and plugs for connection to truck manifold?  YES  NO

X7.13 Is an anodized 6061T6 aluminum  YES  NO

(OR)

304 stainless steel  YES  NO grease manifold block mounted at the rear of the body which incorporates the front bearing grease extension tubes, rear bearing grease fittings and feedgate screw jack lubrication tube?  YES  NO

7.13.1 The anodized 6061T6 aluminum  YES  NO

(OR)

304 stainless steel grease manifold block  YES  NO has 6 ports tapped to accept three (3) 1/8 inch straight grease zerks and three (3) 1/8 inch grease Parflex hoses to provide for adequate one location greasing of the front and rear bearings and feed gate screw jack?  YES  NO

Are any unused ports properly plugged  YES  NO

X7.13.2 Are hoses used in the grease manifold system Parflex hose by Parker Hannifin or equal, with 1/8 inch I.D., 0.34 inch maximum O.D., a maximum working pressure of 2500 psi and a minimum burst pressure of 10,000 psi?  YES  NO

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

X7.14 Is one (1) piece of angle iron 3/8" x 4" X 90" and two (2) pieces of 1" round shafting ten inches (10") long provided but not installed for each unit?  YES  NO

X7.15 Other standard features:

List other standard features offered but not specifically addressed above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

X7.16 Paint:

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

SHOT BLASTED, PRIMED, AND PAINTED.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

X7.17 Does unit offered meet or exceed "Occupational Safety and Health Act of 1970"?  YES  NO

X7.18 Does unit conform to the advertising guidelines?  YES  NO





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

**Request for  
 Quotation**

RFQ NUMBER  
**7011EC14**

PAGE  
**1**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 BAKER TRUCK EQUIPMENT CO.  
 P.O. BOX 482  
 HURRICANE, WV 25526

SHIP TO

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

DATE PRINTED <b>02/17/2011</b>	TERMS OF SALE <b>NET 10 DAYS</b>	SHIP VIA <b>MOTOR FREIGHT</b>	FOB <b>BUCKHANNON, WV</b>	FREIGHT TERMS <b>PREPAID</b>
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BID OPENING DATE: **02/23/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) ADDRESS SPECIFICATION CHANGES PER THE ATTACHED.						
2.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST.						
*****END ADDENDUM NO. 1*****						
0001	1	LB		570-64	\$8,289.00 EACH	\$8,289.00 EACH
TO PROVIDE 5 CUBIC YARD STAINLESS STEEL,						
***** THIS IS THE END OF RFQ 7011EC14 ***** TOTAL:						\$8,289.00 EACH

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-722-3814	DATE 02/23/2011
TITLE SALESMAN	FEIN 55-0711783	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).

## PREBID ADDENDUM #1

7011EC14

5 CUBIC YARD STAINLESS STEEL  
DEMOUNTABLE ABRASIVE AND CHEMICAL SPREADER (HYDRAULIC)

## CHANGES TO SPECIFICATIONS:

**FROM:**

**7.2** Spreaders shall consist of a 12 gauge 304 stainless steel body, feeder conveyor, spinner disc, power drive, and all components necessary to make a complete operating unit.

**TO:**

**7.2** Spreaders shall consist of a 12 gauge minimum 304 stainless steel body, feeder conveyor, spinner disc, power drive, and all components necessary to make a complete operating unit.

**FROM:**

**7.4.2** The struck capacity shall be 5 cubic yards

**TO:**

**7.4.2** The struck capacity shall be within the range of 4.8 – 5.2 cubic yard minimum

**FROM:**

**7.5.8** The chain drive shall be through 1 ½ inch sprockets and shafting front and rear.

**TO:**

**7.5.8** The chain drive shall be through 1 ½ inch minimum sprockets and shafting front and rear.

**FROM:**

**7.5.12** The conveyor drive motor shall be mounted on hopper side of the reduction gear box and have a ratio of approximately 50-1.

**TO:**

**7.5.12** The conveyor drive motor shall be mounted on rear of the reduction gear box and have a ratio of approximately 50-1.

7011EC14

**FROM:**

7.5.13 Conveyor gear box motor shall have an integral speed.

**TO:**

7.5.13 Conveyor gear box motor shall have an integral speed sensor

**FROM:**

7.6.4 A deflector baffle or diverter chute shall be provided in the enclosed distributor spinner hopper assembly so it can be positioned in such a manner that material can be unloaded from spreader without striking spinner.

**TO:**

7.6.4 A deflector baffle or diverter chute shall be provided in the enclosed distributor spinner hopper assembly so it can be positioned in such a manner that material can be unloaded from spreader without striking spinner. NOTE: Flip up chute is not acceptable)

**FROM:**

7.11.3 Strobe light shall be "quad flash"

**TO:**

7.11.3 Warning light shall be Class 1 LED amber

**FROM:**

7.14 One (1) piece of angle iron 3/8" x 4" x 90" and two (2) pieces of 1" round shafting ten inches (10") long shall be included to construct a safety keeper bar. State forces will add this item when the hopper is mounted, vendor shall supply material.

**TO:**

7.14 One (1) piece of angle iron 3/8" x 4" x 4" x 90" and two (2) pieces of 1" round shafting ten inches (10") long shall be included to construct a safety keeper bar. State forces will add this item when the hopper is mounted, vendor shall supply material.

PREBID ADDENDUM #1

7011EC14

5 CUBIC YARD STAINLESS STEEL  
DEMOUNTABLE ABRASIVE AND CHEMICAL SPREADER (HYDRAULIC)

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

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

TO:

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

FROM:

X7.4.2 Capacity struck:        Cubic Yards

TO:

X7.4.2 Struck capacity:   5.1   Cubic Yards

FROM:

X7.5.8 Is the chain drive through 1 1/2 " sprockets and shafting front and rear?   YES     NO  

TO:

X7.5.8 The chain drive is through   1.5   inch sprockets and shafting front and rear?   X   YES        NO

FROM:

X7.5.12 Is conveyor drive motor mounted on hopper side of reduction gear box?        YES   NO  

X7.5.12.1 Does the reduction gear box provide a 50:1 ratio?   YES     NO  

TO:

X7.5.12 Is conveyor drive motor mounted on rear of the reduction gear box   X   YES        NO

X7.5.12.1 The reduction gear box provides a ratio of   50:1

**NO CHANGE REQUIRED:**

**X7.5.13** Does conveyor bear box motor have an integral speed sensor?  
 YES  NO

**NO CHANGE REQUIRED:**

**X7.6.4** Is a deflector baffle or diverter chute provided in an enclosed distributor spinner hopper assembly so it can be positioned in such a manner  YES  NO

**FROM:**

**X7.11.3** Strobe light is "quad flash"  YES  NO

**TO:**

**X7.11.3** Is warning light Class 1 LED amber  YES  NO

**FROM:**

**X7.14** Is one (1) piece of angle iron 3/8" x 4" x 90" and two (2) pieces of 1" round shafting ten inches (10") long provided but not installed for each unit  YES  NO

**TO:**

**X7.14** Is one (1) piece of angle iron 3/8" x 4" x 4" x 90" and two (2) pieces of 1" round shafting ten inches (10") long provided but not installed for each unit  
 YES  NO

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

70118C14

Date:

2/1/2011

Project Description:

5 cubic yard Stainless Steel Dismantlable Chemical Spreader

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: WEST VIRGINIA TRACTOR  
 Firm Address: P.O. BOX 473  
 CHARLESTON WV 25302  
 Representative Attending: GARY GORDON  
 Phone Number: 304-346-5301  
 Fax Number: 304-346-5305  
 Email Address: GUNTRUCK@MSA.COM

Firm Name: KAMA BROS  
 Firm Address: WINDY  
 Representative Attending:  
 Phone Number:  
 Fax Number:  
 Email Address:

Firm Name: Middleton Tractor Sales  
 Firm Address: 2845 Whitehall Blvd.  
 Fairmont WV 26554  
 Representative Attending: Zach Marsh  
 Phone Number: 304 366 4690  
 Fax Number: 304 366 4698  
 Email Address: Zach@MiddletonTractor.com

Firm Name:  
 Firm Address:  
 Representative Attending:  
 Phone Number:  
 Fax Number:  
 Email Address:

Firm Name: LH Jones Equipment Co.  
 Firm Address: 1025 Feed Store Rd  
 Morgantown WV 26501  
 Representative Attending: Ken Hornbeck  
 Phone Number: 304 292 1307  
 Fax Number: 292 9641  
 Email Address: info@lhjones.com

Firm Name:  
 Firm Address:  
 Representative Attending:  
 Phone Number:  
 Fax Number:  
 Email Address:

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: 70112204

Date: 2/1/2011

Project Description: 5 Cubic Yard Stain less Steel Demountable Chemical Spill

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: ROPE INC.  
 Firm Address: PO Box 99  
FALLING ROCK, WV 25079  
 Representative Attending: JOE HOOVER  
 Phone Number: 304-548-6701  
 Fax Number: 304-548-7186  
 Email Address: joe@ropeincorporated.com

Firm Name: Middleton Tractor Sales  
 Firm Address: 2395 Whitehall Blvd  
Fairmont WV 26554  
 Representative Attending: Zach Mack  
 Phone Number: 304 366 4000  
 Fax Number: 304 366 4088  
 Email Address: Zach@Middletontractor.com

Firm Name: FLINK COMPANY  
 Firm Address: 502 N. VERMILION STREET  
SARASOTA, IL 61364  
 Representative Attending: DAN PALMER  
 Phone Number: 815-674-5982  
 Fax Number: 815 672 2678  
 Email Address: DANP@FLINKCO.COM

Firm Name: Marcia Rose  
 Firm Address: POH  
 Representative Attending:  
 Phone Number:  
 Fax Number:  
 Email Address:

Firm Name: RHODES WORKS  
 Firm Address: 28 S FIRST ST  
FAKESBURG, WV 26101  
 Representative Attending: JOHN RHODES  
 Phone Number: 304-863-5485  
 Fax Number: 304-863-8772  
 Email Address: jr Rhodes@rhodestrailers.com

Firm Name: Famed Roehmal  
 Firm Address: POH  
 Representative Attending:  
 Phone Number:  
 Fax Number:  
 Email Address:



PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: 70118C14

Date: 2/1/2011

Project Description: 5 cubic yard Stainless Steel Demountable Chemical Spreader

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>Hesselson Products Co</u>
Firm Address:	<u>1085 S. Third St. P.O. Box 40 Manchester, IA 52057</u>
Representative Attending:	<u>Todd Spitzel</u>
Phone Number:	<u>563-929-0247</u>
Fax Number:	<u>563-927-7031</u>
Email Address:	<u>tspitzel@hesselsonproducts.com</u>

Firm Name:	<u>Angie Moorman</u>
Firm Address:	<u>DOH</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>BAKER TRUCK GROUP</u>
Firm Address:	<u>PO BOX 482 HYACINTHE WVA 25526</u>
Representative Attending:	<u>DAVID BERTLER</u>
Phone Number:	<u>800-3423189</u>
Fax Number:	<u>304-7223829</u>
Email Address:	<u>DAVID@acetruck.net</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>David Spitzel</u>
Firm Address:	<u>Purchasing-DOH</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

**HENDERSON PRODUCTS INC  
COMPLETE WARRANTY PROVISIONS  
APPLIES TO West Virginia Bid #7011EC14**

**Authorized by: Janet Tobin ~ Contract Administration Manager    Dated:Feb 22, 2011**

**A. PARTS REPLACEMENT AND REPAIR:**

Henderson Products Inc warrants its manufactured products to be free from defects in material or workmanship for a period of 2 years after delivery to the original user. This warranty of our products under normal use and service is limited to replacement and repair, at the company's factory, of any parts which are returned to the factory freight prepaid, and after our examination were found to be defective.

**B. EXCLUSIONS:**

1. This warranty is expressly limited to parts replacement and repair, and is not transferable. Any expressed warranty not herein provided, and any remedy for breach of contract is excluded and disclaimed. The implied warranties of merchantability and of fitness for any particular purpose are limited to 2 years from delivery to the original user.
2. Any component or part manufactured by others will carry that manufacturers' warranty, and in no case will Henderson Products Inc be liable, either expressed or implied, for warranties in excess of those made by the original manufacturer.
3. Under no circumstances will Henderson Products Inc be liable to the purchaser, or any other person, for any incidental or consequential damages. The user assumes liability for all personal injury or property damage resulting from the handling, possession, or use of the product.
4. Repairs or modifications done by others, or parts from other sources outside the company's factory are not covered by this warranty.

**WARRANTY PROCEDURE**

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



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
7011EC14

PAGE
1

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

VENDOR	*812125748      304-722-3814
	BAKER TRUCK EQUIPMENT PO BOX 482
	HURRICANE WV    25526-0482

SHIP TO	DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV 26201      304-472-1750
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DATE PRINTED:	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2011	NET 10 DAYS	MOTOR FREIGHT	BUCKHANNON, WV	PREPAID
BID OPENING DATE: 03/15/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO 2						
THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE FROM 02/23/2011 AT 1:30 PM TO 03/15/2011 AT 1:30 PM.						
*****END ADDENDUM NO. 2*****						
0001	1	LB		570-64	\$8,289.00 EACH	\$8,289.00 EACH
TO PROVIDE 5 CUBIC YARD STAINLESS STEEL,						
***** THIS IS THE END OF RFQ 7011EC14 ***** TOTAL:						\$8,289.00 EACH

RECEIVED  
 2011 MAR 11 PM 2:44  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304-722-3814	03/07/2011	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
SALESMAN	55-0711783		

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  
**7011EC14**

PAGE  
**1**

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

**RFQ COPY**

TYPE NAME/ADDRESS HERE

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

VENDOR

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

SHIP TO

DATE PRINTED <b>03/10/2011</b>	TERMS OF SALE <b>NET 10 DAYS</b>	SHIP VIA <b>MOTOR FREIGHT</b>	FOB <b>BUCKHANNON, WV</b>	FREIGHT TERMS <b>PREPAID</b>
BID OPENING DATE: <b>03/23/2011</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM NO. 3            THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE FROM:            03/15/2011 AT 1:30 PM            TO            03/23/2011 AT 1:30 PM            *****END ADDENDUM NO. 3*****</p>						
0001	1	LB		570-64	\$8,289.00 EACH	\$8,289.00 EACH
<p>TO PROVIDE 5 CUBIC YARD STAINLESS STEEL,</p>						
<p>***** THIS IS THE END OF RFQ 7011EC14 ***** TOTAL:</p>						\$8,289.00 EACH
<p>RECEIVED            2011 MAR 22 PM 12:41            WV PURCHASING DIVISION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-722-3814	DATE 03/18/2011
TITLE SALESMAN	FEIN 55-0711783	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  
**7011EC14**

PAGE  
**1**

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/14/2011	NET 10 DAYS	MOTOR FREIGHT	BUCKHANNON, WV	PREPAID
BID OPENING DATE: 03/23/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
THIS ADDENDUM IS ISSUED TO ADDRESS TECHNICAL QUESTIONS PER THE ATTACED.						
THE BID OPENING DATE REMAIN 03/23/2011 AT 1:30 PM						
*****END ADDENDUM NO. 4*****						
0001	1	LB		570-64	\$8,289.00 EACH	\$8,289.00 EACH
TO PROVIDE 5 CUBIC YARD STAINLESS STEEL,						
***** THIS IS THE END OF RFQ 7011EC14 ***** TOTAL:						\$8,289.00 EACH

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-722-3814 DATE: 03/18/2011

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

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

ADDENDUM #4  
7011EC14

5 CUBIC YARD STAINLESS STEEL  
DEMOUNTABLE ABRASIVE AND CHEMICAL SPREADER (HYDRAULIC)

RESPONSE TO QUESTIONS

Pg 15 7.5.12 The conveyor drive motor shall be mounted on the hopper side of the reduction gear box and have a ratio of approximately 50:1. On the last contract, the motors were changed, installed to the rear, so the hoppers could be slid into the dump bodies further.

**RESPONSE: Addressed in the prebid addendum. CHANGED TO READ:  
The conveyor drive motor shall be mounted on rear of the reduction gear box and have a ratio of approximately 50-1.**

Pg 28 X7.5.12 Is the conveyor drive motor mounted on hopper side if reduction gear box? On the last contract, we had to change the motor to the rear.

**RESPONSE: Addressed on the prebid addendum. CHANGED TO READ:  
X7.5.12 Is conveyor drive motor mounted on rear of the reduction gear box**

**X  YES   NO X7.5.12.1 The reduction gear box provides a ratio of  50 :1**

7.2 Would you accept 201 stainless steel in lieu of 304 stainless steel?

**RESPONSE: No**

7.4.1 Would you accept 201 stainless steel in lieu of 304 stainless steel?

**RESPONSE: No**

7.4.7 Would you accept 201 stainless steel in lieu of 304 stainless steel?

**RESPONSE: No**

7.4.9 Would you accept 201 stainless steel in lieu of 304 stainless steel?

**RESPONSE: No**

7.4.10 Would you accept 201 stainless steel in lieu of 304 stainless steel?

**RESPONSE: No**

7.4.11 Would you accept 201 stainless steel in lieu of 304 stainless steel?

**RESPONSE: No**

7.4.13 Would you accept 201 stainless steel in lieu of 304 stainless steel?

**RESPONSE: No**

7.5.6 Are the rubber wear strips length wide or are they on the end of the hopper over the chain?

**RESPONSE: Over chain**

7.5.7 Would you accept 201 stainless steel in lieu of 304 stainless steel?

**RESPONSE: No**

7.5.10 Would you accept 201 stainless steel in lieu of 304 stainless steel?

**RESPONSE: No**

7.5.13 Do you want the speed sensor built in the motor or on the gear box stub shaft?

**RESPONSE: In motor**

7.10.1 Would you accept 201 stainless steel in lieu of 304 stainless steel? ..

**RESPONSE: No**

7.14 Is the angle 4" x 4" x 3/8" x 90" long? **RESPONSE: Yes**



- 7.4.9 Does "angle formed cross sills" meet this spec?      **RESPONSE: No**
- 7.5.13 I believe that this sentence should end, "integral speed sensor"  
**RESPONSE: Corrected in addendum #1**
- 7.4.11 I haven't seen any mention of the spreader tie-down/mounting system, such as (4) chains and eye bolts or (4) ratchet straps.  
**RESPONSE: Tie down not included in specifications**
- 7.4.13 Does the front spill shield have to be delivered mounted or can it be shipped loose inside the spreader?  
**RESPONSE: May be shipped loose**
- 7.4.15 Does the work light have to be mounted or can it be shipped inside the spreader?  
**RESPONSE: May be shipped loose**
- 7.5.6 Is a formed stainless steel chain shield acceptable in lieu of the removable rubber chain shield?  
**RESPONSE: No**
- 7.10 Do the screens and beam have to be mounted or can they be shipped loose inside the spreader?  
**RESPONSE: May be shipped loose**
- 7.10.1 Is a 6" x 9.0 lb I-beam acceptable in lieu of a box beam?  
**RESPONSE: No**
- 
1. Can you provide an estimate of quantity of units to be purchased in the 12 month period following the date of award?  
**RESPONSE: Undetermined**
2. Will other stainless steel alloys other than 304 be acceptable?  
**RESPONSE: No**

3. What are the desired dimensions for the fold-up ladder?  
**RESPONSE: Manufacturers standard**
4. What are the desired dimensions for the stainless steel grip strut step plate to be mounted on the rear of the spinner housing frame?  
**RESPONSE: Manufacturers standard**
5. Section 7.5.8 while pertaining to the same item on both units is different for the two spreaders. While one is mandatory (14), the other is not (15). Is a 1 ¼" idler shaft acceptable? And, is a 2" drive shaft acceptable? As written, these would be acceptable in the RFQ15 while not in the RFQ14.  
**RESPONSE: See Addendum #1**
6. To comply with the 7.6.4 requirement for bulk unloading is a flip up spinner chute acceptable?  
**RESPONSE: No it is not – See Addendum #1**
7. For top screen mounting, is a 6" channel cross beam acceptable?  
**RESPONSE: No it is not**
8. On RFQ 14 is a 57" spreader height acceptable?  
**RESPONSE: Must list as exception**
9. Is a 6.3 cubic yard capacity acceptable for RFQ14?  
**RESPONSE: No**
11. The lighting drawing shows lights combined in housings but previous spreaders have been supplied with individual weatherproof housing as per the picture below. Are the individual weatherproof housings still allowed?  
**RESPONSE: As long as you still are in compliance with the spec.**

# VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. **Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. **Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. **Application is made for 5% resident vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: BAKER TRUCK EQUIPMENT CO.

Signed: 

Date: 02/23/2011

Title: SALESMAN

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

RFQ No. 7011EC14

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: BAKER TRUCK EQUIPMENT CO.

Authorized Signature: *[Signature]* Date: 02/23/2011

State of WEST VIRGINIA

County of PUTNAM, to-wit:

Taken, subscribed, and sworn to before me this 23 day of February, 2011.

My Commission expires 4-2, 2017

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*

